

By Mr. ESTOPINAL: Petition of the Louisiana State Board of Health, favoring an appropriation for investigating and preventing pellagra; to the Committee on Appropriations.

Also, petition of the New Orleans Board of Trade, protesting against the passage of Senate bill 7208; to the Committee on Interstate and Foreign Commerce.

By Mr. FULLER: Petition of the Rock Island Club, the Rock Island Retail Merchants' Association, and the Fifty Thousand Club of Rock Island, Ill., favoring proposed appropriation for equipping one of the present buildings for the manufacture of field carriages for artillery, etc.; to the Committee on Military Affairs.

Also, petition of J. F. Lambson, Lexington, Nebr., favoring the passage of House bill 1339, granting an increase of pension to veterans who lost a limb in the Civil War; to the Committee on Invalid Pensions.

By Mr. GARDNER of Massachusetts: Petition of the directors of the Springfield Board of Trade, favoring the passage of the bill providing for practical navigation of the Connecticut River from Long Island Sound to Holyoke; to the Committee on Rivers and Harbors.

Also, petition of the Federation of Jewish Farmers of America, favoring the passage of legislation creating a system of farmers' credit unions; to the Committee on Banking and Currency.

Also, petition of the general executive committee of the Railway Business Association, favoring the passage of House bill 25106, granting a Federal charter to the Chamber of Commerce of the United States of America; to the Committee on the Judiciary.

By Mr. HARTMAN: Petition of Washington Camp, No. 79, Patriotic Order Sons of America, Hopewell, Pa., favoring the passage of Senate bill 3175, for the restriction of immigration; to the Committee on Immigration and Naturalization.

By Mr. HENSLEY: Petition of Minnie Steel, Woman's Christian Temperance Union, of Alliance, Mo., favoring the passage of the Kenyon-Sheppard interstate liquor bill preventing the shipment of liquor into dry territory; to the Committee on the Judiciary.

By Mr. HINDS: Papers to accompany bill for the relief of Walter Whitney; to the Committee on Military Affairs.

By Mr. LANGLEY: Petition of citizens of Pikeville, Ky., favoring the passage of the Kenyon-Sheppard liquor bill, preventing the shipment of liquor into dry territory; to the Committee on the Judiciary.

By Mr. LEVY: Petition of the Northwestern Mutual Life Insurance Co., of Milwaukee, Wis., and of Kirkland Bros. & Co., New York, favoring the passage of House bill 36, giving Federal protection to migratory birds; to the Committee on Agriculture.

Also, petition of the American Automobile Association of America, favoring the proposed road from Gettysburg to Washington in connection with the Lincoln Memorial; to the Committee on the Library.

Also, petition of the North Side Board of Trade, of New York City, favoring the relocation of the pierhead line in the Hudson River between Pier 1 and West Thirtieth Street; to the Committee on Interstate and Foreign Commerce.

Also, petition of the American Academy of Political and Social Science and the Columbia University, of the city of New York, favoring appropriation for holding of the second Pan American Scientific Congress at Washington; to the Committee on Appropriations.

Also, petition of Pine Bluff Lodge, No. 305, Brotherhood of Railroad Trainmen, protesting against the passage of the proposed employees' compensation act; to the Committee on the Judiciary.

By Mr. LINDSAY: Petition of Henry L. Harris and Jacob Sands, of Kirksville, Mo., favoring the passage of House bill 1339, granting pensions to limbless veterans of the Civil War; to the Committee on Invalid Pensions.

By Mr. MOORE of Pennsylvania: Petition of the Philadelphia Board of Trade, reaffirming its belief in a permanent tariff commission; to the Committee on Ways and Means.

Also, petition of the Philadelphia Board of Trade, favoring the passage of legislation for the restoration of the American merchant marine; to the Committee on the Merchant Marine and Fisheries.

Also, petition of the board of directors of the Philadelphia Maritime Exchange, favoring the passage of Senate bill 7503, for the reduction of letter postage to 1 cent; to the Committee on the Post Office and Post Roads.

By Mr. PEPPER: Petition of Hubert J. Bryce and 50 other citizens of Canton, Iowa, favoring the passage of the Kenyon-

Sheppard liquor bill preventing the shipment of liquor into dry territory; to the Committee on the Judiciary.

By Mr. POWERS: Papers to accompany bill for the relief of the heirs of Parks D. Brittain; to the Committee on War Claims.

By Mr. WEEKS: Petitions of H. A. Wilder and John F. Brant, of Newborn, Mass., and the class of sociology of Boston University, Boston, Mass., favoring the passage of the Kenyon-Sheppard bill preventing the shipment of liquor into dry territory; to the Committee on the Judiciary.

Also, petitions of citizens and clubs of Newton, Mass., and the class of sociology of Boston University, Boston, Mass., favoring the passage of the Kenyon bill to clean up Washington for the inauguration; to the Committee on the District of Columbia.

By Mr. WICKERSHAM: Petition of Indians and other resident fishermen in Alaska, praying for legislation by Congress to prevent setting fish traps in tidal waters of Alaska; to the Committee on the Territories.

By Mr. WILLIS: Papers to accompany bill (H. R. 27526) granting a pension to Emma B. Showalter; to the Committee on Invalid Pensions.

By Mr. WILSON of New York: Petition of the Central Federated Union of Greater New York and Vicinity, protesting against the passage of the Kenyon-Sheppard bill preventing the shipment of liquor into dry territory; to the Committee on the Judiciary.

Also, petition of the Brooklyn League, favoring the passage of the bill for the relocation of the pierhead line in the Hudson River between Pier 1 and West Thirtieth Street; to the Committee on Interstate and Foreign Commerce.

Also, petition of William Knappman & Co., Brooklyn, N. Y., protesting against the reduction of the present tariff on whiting and Paris white; to the Committee on Ways and Means.

Also, petition of the general executive committee of the Railway Business Association, favoring the passage of House bill 25106, granting a Federal charter to the Chamber of Commerce of the United States of America; to the Committee on the Judiciary.

Also, petition of the Busburck Avenue Methodist Episcopal Sunday school, Brooklyn, N. Y., favoring the passage of the Kenyon-Sheppard liquor bill preventing the shipment of liquor into dry territory; to the Committee on the Judiciary.

Also, petition of the manufacturers and journey men and women of the gold-leaf industry, asking that the tariff on gold leaf in paragraph 177, Payne tariff, be made to read 50 cents in place of 35 cents, etc.; to the Committee on Ways and Means.

Also, petition of the Federation of Jewish Farmers of America, favoring the passage of legislation establishing a system of farmers' credit unions; to the Committee on Banking and Currency.

SENATE.

SATURDAY, January 4, 1913.

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

WILLIAM P. DILLINGHAM, a Senator from the State of Vermont, appeared in his seat to-day.

The Journal of yesterday's proceedings was read and approved.

RESIGNATION OF SENATOR J. W. BAILEY.

The PRESIDENT pro tempore (Mr. GALLINGER). The Chair lays before the Senate a communication, which will be read.

The Secretary read as follows:

UNITED STATES SENATE,
Washington, D. C., January 3, 1913.

Hon. J. H. GALLINGER,
President of the United States Senate pro tempore.

DEAR SIR: I hereby tender my resignation as a Senator from the State of Texas.

J. W. BAILEY.

The PRESIDENT pro tempore. If there is no objection the communication will lie on the table.

ELECTORS FOR PRESIDENT AND VICE PRESIDENT.

The PRESIDENT pro tempore laid before the Senate communications from the Secretary of State, transmitting, pursuant to law, authentic copies of the certificates of ascertainment of electors for President and Vice President appointed in the States of Michigan, Utah, and Texas at the elections held in those States November 5, 1912, which were ordered to be filed.

MESSAGE FROM THE HOUSE.

A message from the House of Representatives, by D. K. Hempstead, its enrolling clerk, transmitted to the Senate resolutions on the death of Hon. JEFF DAVIS, late a Senator from the State of Arkansas.

ENROLLED BILLS SIGNED.

The message also announced that the Speaker of the House had signed the following enrolled bills, and they were thereupon signed by the President pro tempore:

H. R. 10169. An act to provide for the holding of the district court of the United States for Porto Rico during the absence from the island of the United States district judge and for the trial of cases in the event of the disqualification of or inability to act by the said judge; and

H. R. 10648. An act amending an act entitled "An act to authorize the registration of trade-marks used in commerce with foreign nations or among the several States or with the Indian tribes and to protect the same."

PETITIONS AND MEMORIALS.

Mr. CRAWFORD presented a petition of sundry citizens of Mitchell and Hitchcock, in the State of South Dakota, praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which was ordered to lie on the table.

Mr. NELSON presented resolutions, adopted by the State Forestry Board of Minnesota, remonstrating against the enactment of legislation transferring the control of the national forests to individual States, which were referred to the Committee on Forest Reservations and the Protection of Game.

He also presented a memorial of the Godahl Creamery Association, of St. James, Minn., remonstrating against the passage of the so-called Lever oleomargarine bill, which was referred to the Committee on Agriculture and Forestry.

He also presented a petition of members of the Monday Afternoon Club, of Willmar, Minn., praying for the enactment of legislation for the protection of migratory birds, which was ordered to lie on the table.

Mr. BRISTOW presented petitions of sundry citizens of McPherson and Belleville, in the State of Kansas, praying for the enactment of legislation to prohibit the interstate transportation of race-gambling bets, etc., which were referred to the Committee on the Judiciary.

He also presented petitions of sundry citizens of McPherson and Belleville, in the State of Kansas, praying for the enactment of legislation to prohibit the nullification of State anticigarette laws through "original packages" shipped in from other States, which were referred to the Committee on the Judiciary.

He also presented petitions of sundry citizens of McPherson and Belleville, in the State of Kansas, praying for the passage of the so-called Kenyon red-light injunction bill, which were referred to the Committee on the District of Columbia.

He also presented petitions of sundry citizens of the fifth congressional district of Kansas and of Rawlins County, Kans., praying that an investigation be made into the methods used in the prosecution of the Appeal to Reason, a socialist newspaper published at Girard, Kans., which were referred to the Committee on the Judiciary.

He also presented petitions of sundry citizens of McPherson, Belleville, McLouth, and Bonner Springs, and of the congregations of the Methodist Episcopal Church of Spearville, the Methodist Episcopal Church of Beloit, and of the Church of the Brethren, Southeast District, all in the State of Kansas, praying for the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which were ordered to lie on the table.

Mr. JOHNSON of Maine presented petitions of sundry citizens of Vassalboro, Kittery, Nobleboro, South Paris, and Norway, and of the Woman's Christian Temperance Union of Nobleboro, all in the State of Maine, praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

He also presented a memorial of sundry citizens of Whitefield, Me., and a memorial of sundry citizens of Rockland, Me., remonstrating against the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

Mr. BROWN presented a petition of members of the Interdenominational Men's League of Hastings, Nebr., and a petition of the congregations of sundry churches of Hastings, Nebr., praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

He also presented sundry papers to accompany the bill (S. 45) granting an increase of pension to Michael Liebhart, which were referred to the Committee on Pensions.

He also presented sundry papers to accompany the bill (S. 7595) granting an increase of pension to Nelson Taylor, which were referred to the Committee on Pensions.

He also presented sundry papers to accompany the bill (S. 7597) granting a pension to Charles F. Lane, which were referred to the Committee on Pensions.

Mr. SHIVELY presented a petition of sundry citizens of New Albany, Ind., praying for the enactment of legislation to protect migratory game and insectivorous birds in the United States, which was ordered to lie on the table.

Mr. WORKS presented a memorial of members of the Wednesday Afternoon Club, of Alhambra, Cal., remonstrating against the enactment of legislation proposing to change the present national system of protecting the forests of the country, which was referred to the Committee on Forest Reservations and the Protection of Game.

He also presented a resolution adopted by the Chamber of Commerce of Los Angeles, Cal., praying for the establishment of a quarantine station on Deadmans Island, Los Angeles Harbor, which was referred to the Committee on Commerce.

Mr. GALLINGER presented the petition of Rev. Edward A. Tuck, of West Concord, N. H., and a petition of the superintendent and employees of the Sears-Roebuck Shoe Factories, of Littleton, N. H., praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

He also presented a petition of sundry inmates of the Pacific Branch of the Soldiers' Homes, in the State of California, praying for the adoption of certain reforms and improvements at the soldiers' home at Santa Monica, Cal., which was referred to the Committee on Military Affairs.

PANAMA-PACIFIC INTERNATIONAL EXPOSITION.

Mr. WORKS. I present a number of petitions for reference, one being a letter from Hon. W. W. Morrow, judge of the United States circuit court, with reference to the participation of the United States in the Panama-Pacific International Exposition to be held in San Francisco in 1915. I ask that the letter be printed in the RECORD and referred to the Committee on Industrial Expositions.

There being no objection, the letter was referred to the Committee on Industrial Expositions and ordered to be printed in the RECORD, as follows:

WASHINGTON, D. C., December 27, 1912.

Hon. JOHN D. WORKS,

United States Senator, Washington, D. C.

MY DEAR SENATOR: Senate bill 7826, introduced by Senator PERKINS on December 19, 1912, provides very appropriately for the participation of the United States in the Panama-Pacific International Exposition, to be held in San Francisco in 1915. The participation is declared to be for the exhibition of "such articles and materials as illustrate the function and administrative faculty of the Government of the United States, tending to demonstrate the nature and growth of our institutions, their adaptation to the wants of the people, and the progress of the Nation in the arts of peace and war." For the purpose of providing for the collection and exhibition of such articles and materials a board is to be created, "to be known as the Government exhibit board, to be composed of one person to be named by the head of each executive department and one each by the Regents of the Smithsonian Institution, the Isthmian Canal Commission, the Interstate Commerce Commission, the Civil Service Commission, the Commissioners of the District of Columbia, the Commission of Fine Arts, the Librarian of Congress, the Public Printer, the governor of Porto Rico, the governor of Alaska, and the Geographic Board."

I beg leave to suggest that the American National Red Cross be added to this list. This society, as you know, occupies a very prominent and important position in this country and in the world at large in the care of the sick and wounded in time of war and in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great natural calamities in times of peace. It therefore illustrates in its work and in the methods it employs the progress the people have made in the last few years in mitigating the evils inseparable from war and the disasters caused by great calamities.

The American National Red Cross as now organized was incorporated by the act of Congress approved January 5, 1905. The act declared its purpose to be "to furnish volunteer aid to the sick and wounded of armies in time of war" and "to act in matters of voluntary relief and in accord with the military and naval authorities as a medium of communication between the people of the United States of America and their Army and Navy, and to act in such matters between similar national societies and other Governments through the Comité International de Secours and the Government and the people and the Army and Navy of the United States of America."

It is also authorized by the act of Congress "to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and carry on measures for preventing the same."

The act named certain persons as incorporators and made them a body corporate and provided that the governing body of the corporation should be a central committee composed of six members appointed by the incorporators, six members representing the State and Territorial societies authorized by the act, and six members appointed by the President. The presidential appointees on the committee include a representative from each of the Departments of State, War, Navy, Treasury, and Justice.

The proceedings, together with a full, complete, and itemized statement of the receipts and expenditures of the corporation are required to be reported annually to the Secretary of War. The receipts and expenditures are required to be audited by the War Department and a report transmitted to Congress by the War Department. The President of the United States is now the president of the corporation. The society was fully organized immediately after its incorporation, and has been actively engaged ever since in carrying out the purposes of its organization in administering relief to sufferers from great calamities like the earthquake and fire at San Francisco. The Mississippi floods, the forest fires in the Northwest, the famine in China, and in numerous mine disasters, and in addition has rendered aid to the sick and

wounded of armies in time of war, as, for example, in the Russian-Japanese war and in the present war between the Balkan States and Turkey. In this relief work it has expended over \$6,000,000 since 1905. I mention these features of the work and organization of the American National Red Cross to show that it is practically a Government organization, whose work and methods of procedure bring it peculiarly within the terms of the bill providing for a participation of the United States in the Panama-Pacific International Exposition in San Francisco in 1915.

The society is not only national but international, and in both form of activities it is proposed to hold national and international sessions in San Francisco in 1915 for the purpose of illustrating its work in both peace and war, and it is also proposed to make an exhibition of articles and materials illustrating the scope and character of such relief work.

In this connection, San Francisco itself will be an exhibit of the value of Red Cross relief in promoting its recovery from the direful effects of the earthquake and fire of 1906. In other words, the Red Cross, both national and international, will be an instructive feature of the exhibition, showing the function and administrative faculty of the people of the United States in mitigating the evils of war and affording relief to sufferers in times of great calamities.

I therefore respectfully suggest that a representative of the American National Red Cross be placed on the board provided in Senate bill 7826, and that the bill should be so amended in committee.

I inclose for your information copies of the following:

1. The American National Red Cross—Charter and by-laws.
2. The American National Red Cross—Origin, purpose, organization.
3. Conservation. The principle of the Red Cross. An address by Miss Mabel Boardman.

Very respectfully,

WM. W. MORROW.

THE AMERICAN NATIONAL RED CROSS.

ORIGIN.

The International Conference of Geneva, held in 1863, recommended "that there exist in every country a committee whose mission consists in cooperating in times of war with the hospital service of the armies by all means in its power."

The Geneva Convention of 1864 and the Geneva Convention of 1906, the latter held for the revision of the treaty of Geneva—sometimes called the "Red Cross Treaty"—give definite status to the officially recognized volunteer aid societies. These volunteer aid societies, because of the character of the insignia or badge adopted to distinguish their personnel and matériel—a Greek red cross on a white ground—are universally known as "Red Cross Societies."

PURPOSES.

The original purpose for the organization of Red Cross Societies, as will be inferred from the above, was to supplement the medical services of armies in time of war.

The great need, however, of a thoroughly trained and efficient organization, national in scope and permanent in character, to render assistance after great disasters, has been so well established that many of the Red Cross Societies have extended their functions to include relief operations in time of peace. Indeed, it has been proved that those societies which are most active in conducting relief and preventive measures in time of peace are best prepared to cope with the extraordinary requirements of war.

Recognizing this fact, the United States Congress, by the act approved January 5, 1905, to incorporate the American Red Cross and place it under Government supervision, declared its purposes—in addition to its duties in time of war—to be: "To continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same."

ORGANIZATION.

The American National Red Cross is incorporated by act of the United States Congress. Its officers are a president, vice president, secretary, counselor, treasurer, and national director. Section 5 of the act of incorporation provides that "the governing body of the said American Red Cross shall consist, in the first instance, of a central committee numbering 18 persons." The law also provides that the chairman and five members of the central committee shall be appointed annually by the President of the United States, the five members appointed by the President to represent the Departments of State, War, Navy, Treasury, and Justice. Twelve members are elected at the regular annual meeting of the society.

The central committee is empowered by law to elect from its own members an executive committee of seven, to which is given all powers of the central committee when the latter is not in session.

The by-laws provide for three relief boards, namely, the war relief board, the national relief board, and the international relief board. To each of these boards have been assigned special duties in connection with its particular department of relief operations.

The first-aid department and the nursing service are under the direction of two subcommittees appointed by the war relief board. The first-aid committee is engaged in promoting first-aid instruction among the employees of mining companies, railroads, industrial establishments, and the public at large, and the committee on nursing service is engaged in the organization of a large corps of the best trained nurses of the country for service under the Red Cross in time of war or disaster.

State and local organizations: State boards, consisting of from 3 to 10 persons, appointed by the chairman of the central committee, constitute a permanent emergency committee in every State. The governor of the State is the president of the board.

Besides these State boards there are local organizations in upward of 100 cities. These local bodies are known as chapters. Each has its own officers and members. These chapters are of service in the collection of funds and supplies for relief when a call is made upon them by the central committee. When a disaster occurs in the territory of a chapter, the chapter, together with the institutional member, if there be one within its jurisdiction, enters immediately upon measures of relief.

Institutional members: It has been regarded by the central committee as desirable to bring to the command of the Red Cross for emergency work following great calamities trained service such as is to be found only in the ranks of well-organized charitable societies in the larger cities of the United States. To meet this need there has been created an "institutional membership" in which there have been enrolled a number of the most efficient charitable societies of the United States.

The national director: The national director is the official representative of the central committee and national relief board, and upon

his arrival at the scene of a disaster where Red Cross assistance is required takes charge of the relief operations.

The endowment fund: The endowment fund is managed and controlled by a board of nine trustees.

Reports: The Red Cross is required by law to make an annual report of its proceedings to the Secretary of War. This report is transmitted by the Secretary of War to Congress, where it is printed as a public document.

Audit of accounts: The law requires that the accounts of the American Red Cross be audited annually by the War Department. This is the best possible assurance that the funds entrusted to the society for expenditure will be properly and accurately accounted for.

The American Red Cross bulletin: The Red Cross publishes a quarterly magazine devoted to the interests of the society and contains illustrated articles relating to relief operations in the United States and foreign countries.

Magnitude of the work of the American Red Cross: Since the reincorporation of the society in 1905, the Red Cross has rendered relief after more than 40 disasters caused by earthquakes, volcanic eruptions, fires, floods, famines, mine explosions, and wars in this and foreign countries. The funds received by the American Red Cross and expended in relief since January, 1905, exceed \$5,000,000.

General membership: Any citizen of the United States is eligible for enrollment as a member of the Red Cross. There are three classes of membership—life membership, sustaining membership, and annual membership. The dues for life membership are \$100, for sustaining membership, \$10, payable annually; and for annual membership, \$1, payable annually. Applications for enrollment should be addressed to the secretary of the American Red Cross, Washington, D. C., or to the secretary of a local chapter. All members receive the quarterly bulletin during the period of their membership.

OCTOBER 1, 1911.

RIGHT OF APPEAL FROM DEPARTMENTAL DECISIONS.

Mr. JONES. I have a copy of a resolution adopted by the American Mining Congress at its fifteenth annual session held at Spokane, Wash., November 25 to 29, 1912, favoring legislation conferring jurisdiction upon the proper United States district courts to entertain suits at the instance of any person in interest, and so forth, in all cases involving the claim or right and possession, occupation, title, or right to acquire title to any nonmineral or mineral lands under the mining or other public-land laws. I ask that the resolution be printed in the RECORD without reading, and that it be referred to the Committee on Public Lands.

There being no objection, the resolution was referred to the Committee on Public Lands and ordered to be printed in the RECORD, as follows:

Resolution adopted by the American Mining Congress at its fifteenth annual session held at Spokane, Wash., November 25 to 29, 1912.

Whereas the Executive Department of the United States Government has from time to time withdrawn from entry a very considerable portion of the remaining public domain for purposes of permanent reservation or classification with a view of securing legislation from Congress, including forest, mineral and agricultural lands; and

Whereas these withdrawals are avowedly made upon Executive and departmental conviction that the existing laws of Congress in relation to the disposition of public lands are unwise, and that new laws meeting Executive or departmental approval should be passed; and

Whereas thousands of citizens have initiated or perfected claims to title to such withdrawn lands prior to the Executive withdrawal thereof, and have initiated or perfected such claims to title under existing laws; and

Whereas such existing claims so perfected or made prior to the various withdrawals are adverse and antagonistic to Executive and departmental belief as to the best use to which such lands should be put; and

Whereas the laws and Executive orders of withdrawal provide that upon the departmental rejection or cancellation of any such existing private claims the lands thereby, by reason of such rejection, become subject to and available for the uses and purposes of such Executive or departmental withdrawals; and

Whereas great controversy, complaint, and departmental litigation has resulted by reason of the departmental investigation, adjudication, and cancellation of such private entries and claims; or in delay in final action and because of long-continued suspension of such claims; and

Whereas there is widespread conviction among such private claimants and entrymen that the executive department, in adjudicating the rights of claimants, have not in all instances been successful in ignoring the departmental policy and belief that present legislation is unwise and rights granted thereunder are improvident and inimical to the uses to which the department believes the land can best be put; and

Whereas it is a fundamental proposition in law and natural equity that no person, officer, or judge should have an interest or bias which could be aided or gratified by a decision rendered by himself in determining the liberty or property rights of another; and

Whereas the present Commissioner of the General Land Office, in considering his general jurisdiction in adjudicating questions affecting the right of persons generally to acquire title to public lands, stated, on page 20 of his annual report for the fiscal year ending June 30, 1911: "It is impossible for the commissioner and his assistant to pay the judicial attention to these cases which they should receive. The bar practicing before this office has very little opportunity to submit its cases directly to those who are by law responsible for the decisions, because of the multitudinous duties placed on these officers. The head of the office can not find time to give individual attention to many of the most important cases which are submitted for his consideration"; and

Whereas the Secretary of the Interior has numerous bureaus and manifold duties requiring his attention; and in his report to Congress under date of February 13, 1912, on H. R. 18235, in speaking of the single subject of appeals to him from the decisions of the Commissioner of the General Land Office, said: "During the past two months, as an example, an average of over 300 cases per month have been decided in the department on appeal from the General Land Office." Which statement demonstrates the physical impossibility of

the Secretary or his assistant secretary giving personal attention to the real merits of individual cases; and

Whereas the investigating agents and many of the witnesses used by the Secretary of the Interior in the preparation of adverse reports and the introduction and giving of evidence upon which the department must rely in canceling existing private entries are his own appointees and employees in whom he necessarily must place great faith and reliance, while the witnesses for the private entrymen and claimants are either unknown to him or by reason of their residence in the vicinity of the public lands frequently are themselves claimants to like lands; and

Whereas final decision by the General Land Office or the Interior Department is rendered at Washington, several thousand miles from the land and residence of the claimants; and

Whereas under existing law the decision of the Interior Department canceling an entry or claim upon questions of fact is final and can not be reviewed by the courts; and

Whereas we believe that in all cases wherein the Executive Department has withdrawn lands for a use or purpose adverse or inconsistent with the existing private entry of a citizen, it is fair and just that such citizen may have his rights and the facts in the case determined in the courts and not in the Executive Department; and also that such citizen may secure action in the courts whenever his application is for any reason so delayed in the department as to amount to a practical rejection thereof; And therefore be it

Resolved, That the American Mining Congress favors legislation conferring jurisdiction upon the proper United States district courts to entertain suits at the instance of any person in interest, and determine the law and fact de novo, and render final decision in all cases involving the claim or right to possession, occupation, title, or right to acquire title to any nonmineral or mineral lands under the mining or other public land laws wherein it shall be made to appear:

First, That such claim or right shall have been finally rejected by the Secretary of the Interior or other proper final executive authority, and the land involved shall be at date of such rejection or within 30 days thereafter within any permanent or temporary reservation or Executive order of withdrawal, or under suspension from disposition under the public-land laws, mineral or nonmineral; or

Second, That such claim or right shall have been finally rejected by the Secretary of the Interior or other proper final executive authority, and such rejection shall be based, in whole or in part, upon a finding as to the mineral or nonmineral character of the land; or

Third, That any final application to purchase, enter, or otherwise acquire title or to acquire a right to occupancy or possession under such claim or right shall have been pending before the Interior Department or other proper department, bureau, or officer, for a period of two years without final action and free from any bona fide private contest: *Provided*, That jurisdiction under this act shall not extend to final decisions awarding the land to a private contestant upon contest not putting in issue the mineral or nonmineral character of the land; and such suit shall not be filed after one year from notice of final rejection of the claim or right, nor shall any suit invalidate intervening adverse rights unless notice of intention to file suit shall have been filed in the proper local land office within 60 days of notice of such final rejection.

REPORTS OF COMMITTEES.

Mr. CLAPP, from the Committee on Interstate Commerce, to which was referred the bill (H. R. 16450) to punish the unlawful breaking of seals of railroad cars containing interstate or foreign shipments, the unlawful entering of such cars, the stealing of freight and express packages or baggage or articles in process of transportation in interstate shipment, and the felonious asportation of such freight or express packages or baggage or articles therefrom into another district of the United States, and the felonious possession or reception of the same, asked to be discharged from its further consideration and that it be referred to the Committee on the Judiciary, which was agreed to.

Mr. GALLINGER, from the Committee on the District of Columbia, to which were referred the following bills, reported them each without amendment and submitted reports thereon: S. 7508. A bill to amend an act entitled "An act to reincorporate and preserve all the corporate franchises and property rights of the de facto corporation known as the German Orphan Asylum Association of the District of Columbia (Rept. No. 1081); and

H. R. 22010. An act to amend the license law, approved July 1, 1902, with respect to licenses of drivers of passenger vehicles for hire (Rept. No. 1082).

Mr. GALLINGER, from the Committee on the District of Columbia, to which was referred the bill (H. R. 8619) to amend "An act to regulate the practice of pharmacy and the sale of poisons in the District of Columbia, and for other purposes," approved May 7, 1906, reported it with an amendment and submitted a report (No. 1083) thereon.

He also, from the same committee, to which was referred the bill (S. 1787) to amend "An act to regulate the practice of pharmacy and the sale of poisons in the District of Columbia, and for other purposes," approved May 7, 1906, submitted an adverse report (No. 1084) thereon, which was agreed to, and the bill was postponed indefinitely.

Mr. JONES, from the Committee on the District of Columbia, to which was referred the bill (S. 6919) to amend subchapter 2 of chapter 19 of the Code of Law for the District of Columbia, reported it with amendments and submitted a report (No. 1085) thereon.

Mr. WORKS, from the Committee on the District of Columbia, to which was referred the bill (S. 7509) to authorize the extension of Twenty-fifth Street SE. and of White Place, re-

ported it without amendment and submitted a report (No. 1086) thereon.

BILLS INTRODUCED.

Bills were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. NELSON:

A bill (S. 7917) granting an increase of pension to Jerome S. Pinney; and

A bill (S. 7918) granting an increase of pension to Mary J. Richardson (with accompanying paper); to the Committee on Pensions.

By Mr. GALLINGER:

A bill (S. 7919) for the relief of Gabriel Campbell (with accompanying papers); to the Committee on Military Affairs.

By Mr. WORKS:

A bill (S. 7920) for the relief of W. T. Rice (with accompanying paper); to the Committee on Claims.

A bill (S. 7921) granting an increase of pension to James Tiernan (with accompanying papers); to the Committee on Pensions.

By Mr. BRISTOW:

A bill (S. 7922) granting a pension to Caroline J. McBratney (with accompanying papers); to the Committee on Pensions.

By Mr. SMITH of Maryland:

A bill (S. 7923) for the relief of the heirs of Ann Gregory, deceased; to the Committee on Claims.

A bill (S. 7924) granting a pension to Golda M. Morrison (with accompanying paper); to the Committee on Pensions.

By Mr. MYERS:

A bill (S. 7925) to increase the limit of cost of the United States public building at Miles City, Mont.; to the Committee on Public Buildings and Grounds.

A bill (S. 7926) giving the right to an additional homestead to all persons who have exhausted or who shall exhaust their original right of entry through the purchase of Indian lands; to the Committee on Public Lands.

By Mr. SHIVELY:

A bill (S. 7927) to place on the retired list of the Army the names of the surviving officers who were mustered out under the provisions of the act of Congress approved July 15, 1870; to the Committee on Military Affairs.

A bill (S. 7928) for the relief of Leonidas Stout (with accompanying papers); to the Committee on Claims.

A bill (S. 7929) granting pensions to volunteer Army nurses of the Civil War; to the Committee on Pensions.

By Mr. FLETCHER:

A bill (S. 7930) granting an increase of pension to Frederick M. Douglass (with accompanying papers); to the Committee on Pensions.

By Mr. REED:

(By request.) A bill (S. 7931) to remove the charge of desertion from the military record of Thomas W. Hopkins and extend to him pensionable rights (with accompanying papers); to the Committee on Military Affairs.

A bill (S. 7932) granting an increase of pension to Luke Cassidy (with accompanying papers);

A bill (S. 7933) granting an increase of pension to Lewis F. Branson (with accompanying papers);

A bill (S. 7934) granting an increase of pension to Amanda E. Glenn (with accompanying papers); and

A bill (S. 7935) granting an increase of pension to Solomon Kessinger (with accompanying papers); to the Committee on Pensions.

By Mr. KERN:

A bill (S. 7936) for the relief of William M. Burns; to the Committee on Military Affairs.

A bill (S. 7937) granting an increase of pension to James F. McGrew (with accompanying papers);

A bill (S. 7938) granting an increase of pension to John W. Wareham (with accompanying papers);

A bill (S. 7939) granting an increase of pension to William Woodford Mitchell (with accompanying papers);

A bill (S. 7940) granting an increase of pension to Alfred H. Fodrea (with accompanying papers);

A bill (S. 7941) granting an increase of pension to Frances F. Godown (with accompanying papers);

A bill (S. 7942) granting an increase of pension to Aaron Stauter (with accompanying papers); and

A bill (S. 7943) granting an increase of pension to Hiram Brubaker (with accompanying papers); to the Committee on Pensions.

By Mr. BOURNE:

A bill (S. 7944) to protect the water supply of the city of Portland, Oreg.; and

A bill (S. 7945) to create the Oregon Caves National Park in the State of Oregon; to the Committee on Public Lands.

By Mr. BURTON:

A bill (S. 7946) granting an increase of pension to Mary McClure; to the Committee on Pensions.

By Mr. JONES:

A bill (S. 7947) granting a pension to James B. Gillick;

A bill (S. 7948) granting an increase of pension to David E. Wood; and

A bill (S. 7949) granting an increase of pension to John C. Vennum; to the Committee on Pensions.

By Mr. CULBERSON:

A bill (S. 7950) granting a pension to Sara S. Dowdy; to the Committee on Pensions.

By Mr. DIXON:

A bill (S. 7951) to provide for the construction of an addition to the Federal building at Missoula, Mont.; to the Committee on Public Buildings and Grounds.

A bill (S. 7952) granting an increase of pension to Henry C. Hollenbeck; to the Committee on Pensions.

By Mr. BROWN:

A bill (S. 7953) granting an increase of pension to Peter Binkley (with accompanying papers); and

A bill (S. 7954) granting a pension to Ida M. Smith; to the Committee on Pensions.

By Mr. TOWNSEND:

A bill (S. 7955) granting a pension to John Partello (with accompanying papers); to the Committee on Pensions.

By Mr. JOHNSON of Maine:

A bill (S. 7956) granting an increase of pension to John R. Mayhew;

A bill (S. 7957) granting a pension to Walter W. Dow; and

A bill (S. 7958) granting a pension to Benjamin Wentworth (with accompanying papers); to the Committee on Pensions.

By Mr. JOHNSON of Maine (for Mr. GARDNER):

A bill (S. 7959) to correct the military record of Charles K. Bolster; and

A bill (S. 7960) to correct the military record of William Bartlett; to the Committee on Military Affairs.

By Mr. STONE:

A bill (S. 7961) for the relief of the estate of George Patterson, deceased (with accompanying papers); to the Committee on Claims.

A bill (S. 7962) granting an increase of pension to Edmond Melton (with accompanying papers);

A bill (S. 7963) granting an increase of pension to Eli W. Pierce (with accompanying papers);

A bill (S. 7964) granting an increase of pension to John Painter (with accompanying papers); and

A bill (S. 7965) granting an increase of pension to Lefford Matthews (with accompanying papers); to the Committee on Pensions.

By Mr. CRAWFORD:

A bill (S. 7966) providing for the disposal of certain lands containing coal and other minerals within portions of Indian reservations heretofore opened to settlement and entry in the State of South Dakota; and

A bill (S. 7967) providing for the disposal of certain lands containing coal and other minerals within portions of Indian reservations heretofore opened to settlement and entry; to the Committee on Public Lands.

AMENDMENT TO APPROPRIATION BILLS.

Mr. PERKINS submitted an amendment proposing to appropriate \$40,000 for special mail facilities from the United States naval station at Pago Pago, Island of Tutuila, via Honolulu and San Francisco, etc., intended to be proposed by him to the Post Office appropriation bill, which was referred to the Committee on Post Offices and Post Roads and ordered to be printed.

Mr. CRAWFORD submitted an amendment proposing to appropriate \$2,000 for the salary of the surveyor general of South Dakota, etc., intended to be proposed by him to the legislative appropriation bill, which was referred to the Committee on Appropriations and ordered to be printed.

He also submitted an amendment proposing to appropriate \$6,200 for the maintenance of the assay office at Deadwood, S. Dak., intended to be proposed by him to the legislative appropriation bill, which was referred to the Committee on Appropriations and ordered to be printed.

COOPERATIVE DAIRYING IN DENMARK (S. DOC. NO. 992).

Mr. FLETCHER. Mr. President, I ask unanimous consent to have printed as a document a lecture delivered by Hon. Maurice F. Egan, American minister to Denmark, on the subject of cooperative dairying as practiced in that country. It contains some very valuable data of interest to our agricultural people.

Mr. SMOOT. I should like to ask the Senator where the lecture was delivered. It is not a report as minister, but, as I understand, a lecture delivered somewhere in the United States.

Mr. FLETCHER. Mr. Egan came at the invitation of the Southern Commercial Congress to address its meeting held in Nashville, Tenn., last April, and while he was here he delivered this lecture in a number of States on the subject of cooperative dairying as practiced in Denmark. I think it is a very valuable paper.

The PRESIDENT pro tempore. Is there objection to the request of the Senator from Florida? The Chair hears none, and the order is entered.

ADDRESS BY NICHOLAS MURRAY BUTLER (S. DOC. NO. 993).

Mr. CLARK of Wyoming. I have a copy of an address before the Commercial Club, Chicago, Ill., December 14, 1912, by Nicholas Murray Butler. It is a very important paper. I ask that it be printed as a Senate document.

The PRESIDENT pro tempore. Without objection, it is so ordered.

FAMILY BEREAVEMENT.

Mr. KERN. I desire to announce the unavoidable absence of the junior Senator from South Carolina [Mr. SMITH], who was called home last week on account of the sudden death of one of his children.

INAUGURATION OF THE PRESIDENT ELECT.

The PRESIDENT pro tempore. Under the concurrent resolution of the Senate of December 9, 1912, providing for the appointment of a joint committee to make necessary arrangements for the inauguration of the President elect of the United States on the 4th day of March next, the House having appointed a committee on behalf of that body, the Chair will name the Senator from Massachusetts [Mr. CRANE], the Senator from Georgia [Mr. BACON], and the Senator from North Carolina [Mr. OVERMAN] members of the joint committee on the part of the Senate.

ISTHMIAN CANAL COMMISSION (H. DOC. 1216).

The PRESIDENT pro tempore laid before the Senate the following message from the President of the United States, which was read, and, with the accompanying papers, referred to the Committee on Appropriations and ordered to be printed:

To the Senate and House of Representatives:

In accordance with the requirements of section 10 of the act approved August 24, 1912, I transmit herewith a letter addressed to me by the Secretary of War, dated December 23, 1912, submitting a letter from the chairman of the Isthmian Canal Commission, dated December 13, 1912, and accompanying statement of all expenses incurred by officers and employees of the Isthmian Canal Commission in attending meetings and conventions from June 30 to December 1, 1912.

WM. H. TAFT.

THE WHITE HOUSE, January 3, 1913.

ANNUAL REPORT OF CIVIL SERVICE COMMISSION (H. DOC. NO. 963).

The PRESIDENT pro tempore laid before the Senate the following message from the President of the United States, which was read and referred to the Committee on Civil Service and Retrenchment and ordered to be printed:

To the Senate and House of Representatives:

I transmit herewith, for the consideration of the Congress, the Twenty-ninth Annual Report of the United States Civil Service Commission for the fiscal year ended June 30, 1912.

WM. H. TAFT.

THE WHITE HOUSE, January 3, 1913.

[NOTE.—Report accompanied similar message to the House of Representatives.]

OMNIBUS CLAIMS BILL.

Mr. CULLOM. I submit a proposed amendment to the omnibus claims bill and ask that it be accepted by the chairman. It is a longevity claim that I present.

Mr. CRAWFORD. It is in the form of an amendment?

Mr. CULLOM. An amendment offered.

Mr. CRAWFORD. Very well. When we take up the bill it can be considered.

The PRESIDING OFFICER (Mr. McCUMBER in the chair). The Chair will state that, as we are now under morning business, the proposed amendment will lie upon the table until the morning business is concluded and the claims bill is regularly before the Senate.

Mr. GALLINGER submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

INVESTIGATION OF CAMPAIGN CONTRIBUTIONS.

Mr. CLAPP. I offer the following resolution and ask unanimous consent for its present consideration.

The PRESIDING OFFICER. The resolution will be read. The resolution (S. Res. 418) was read, as follows:

Resolved, That Senate resolution 79, agreed to August 26, 1912, be, and the same is hereby, amended by inserting, in line 2, page 2, of said resolution, after the word "eight," the words "November 5, 1912."

The PRESIDING OFFICER. The Senator from Minnesota asks unanimous consent for the present consideration of the resolution. Is there objection?

Mr. GALLINGER. I will ask what is the purpose of the resolution.

Mr. CLAPP. I was going to state it as soon as I had an opportunity. It is to amend the resolution which provided for the creation of a special committee of the Committee on Privileges and Elections to investigate the matter of campaign contributions. The original resolution authorized the committee to take up the question of contributions in the campaigns of 1904 and 1908. Subsequently it was amended to include the primary or preliminary campaigns of 1912, but it does not cover the presidential campaign of 1912. I think, for the purpose of comparison in the report the committee will probably make, they should have the statements of 1912. I wish to be frank about it. I expect possibly that we will take some testimony with reference to the campaign of 1912.

Mr. OLIVER. Mr. President—

The PRESIDING OFFICER. Does the Senator from Minnesota yield to the Senator from Pennsylvania?

Mr. CLAPP. With pleasure.

Mr. OLIVER. Do I understand the Senator from Minnesota to offer this as coming from the committee?

Mr. CLAPP. No, sir; I offer it as coming from myself.

The PRESIDING OFFICER. Is there objection to the present consideration of the resolution?

Mr. POMERENE. I ask to have the resolution read.

The PRESIDING OFFICER. Does the Senator from Ohio ask that the original resolution may be read, or the resolution now proposed?

Mr. POMERENE. The amendment proposed.

The PRESIDING OFFICER. The Secretary will again read the resolution.

The Secretary again read the resolution.

The PRESIDING OFFICER. Is there objection to the present consideration of the resolution?

Mr. OLIVER. I think it had better go over. I object.

The PRESIDING OFFICER. The Senator from Pennsylvania objects.

Mr. CLAPP. Then I move that, notwithstanding the objection, the Senate shall proceed to the consideration of the resolution.

Mr. GALLINGER. That can not be done under the rule, Mr. President.

The PRESIDING OFFICER. The Chair would inform the Senator from Minnesota that under the rule, when an objection is made, a resolution just offered must go over.

Mr. CLAPP. I understand the rule. I made the motion; that is all.

The PRESIDING OFFICER. The resolution will go over.

COMMITTEE SERVICE.

Mr. GALLINGER. I submit a resolution and call the attention of the senior Senator from Virginia [Mr. MARTIN] to it. I ask unanimous consent for the present consideration of the resolution.

There being no objection, the resolution was read, considered by unanimous consent, and agreed to, as follows:

Resolved, That Mr. JACKSON be assigned to service on and to the chairmanship of the Committee on Expenditures in the Department of State, and to service on the Committees on Manufactures, Mines and Mining, the Philippines, Public Buildings and Grounds, and Public Lands.

Mr. MARTIN of Virginia submitted the following resolution, which was read, considered by unanimous consent, and agreed to:

Resolved, That Senator ROBERT L. OWEN, of Oklahoma, be assigned to the chairmanship of the Committee on Indian Depredations;

That Senator BENJAMIN F. SHIVELY, of Indiana, be assigned to the chairmanship of the Committee on Pacific Railroads;

That Senator JAMES A. O'GORMAN, of New York, be assigned to the Committee on Foreign Relations;

That Senator DUNCAN U. FLETCHER, of Florida, be assigned to the Committee on the Judiciary;

That Senator KIRTLAND I. PERKY, of Idaho, be assigned to the following committees: Education and Labor, Civil Service and Retrenchment, Industrial Expositions, Transportation Routes to the Seaboard, and Expenditures in the Department of Justice.

THE PRESIDENTIAL TERM.

Mr. CUMMINS. I ask the unanimous consent of the Senate to the following agreement:

That on Tuesday, January 21, at 4 o'clock in the afternoon, the Senate shall proceed to vote upon Senate joint resolution No. 78, with all amendments that have been or may be offered, without further debate, provided that the mover of any amendment may speak upon it for not to exceed 10 minutes and each other Senator not to exceed 5 minutes.

Mr. REED. We could not hear in this part of the Chamber. Will the Senator kindly restate the matter?

Mr. CUMMINS. I can not hear the Senator from Missouri.

Mr. REED. There seems to be confusion on the other side of the Chamber also. I ask the Senator if he will kindly restate the proposition? We could not hear him in my immediate vicinity.

Mr. CUMMINS. It is that on Tuesday, January 21, at 4 o'clock in the afternoon, the Senate shall proceed to vote upon Senate joint resolution No. 78—that being the joint resolution for the proposed amendment to the Constitution rendering ineligible for election one who has once held the office of President—together with all amendments that have been or may be offered to the resolution, without further debate, provided that the mover of any amendment may speak upon it for 10 minutes, and that each other Senator may speak upon it for not to exceed 5 minutes.

I make the last provision because it is our experience that amendments offered after we begin to vote, without the opportunity for explanation, are often misunderstood. I take it for granted that substantially the whole debate upon the joint resolution has already taken place. I ask this unanimous consent because, if it is not granted, I shall feel it my duty to very soon insist upon the continuous consideration of the joint resolution until we reach a vote.

Mr. WORKS. Mr. President—

The PRESIDING OFFICER. Does the Senator from Iowa yield to the Senator from California?

Mr. CUMMINS. I do.

Mr. WORKS. I presume that request does not preclude the right of discussion between now and the time of taking the vote?

Mr. CUMMINS. Oh, certainly not. We have more than two weeks' opportunity for debate between now and then; the joint resolution will come up every day automatically at 2 o'clock, and any debate that is desirable can go on during the two weeks.

The PRESIDING OFFICER. The Secretary will state the request of the Senator from Iowa.

The SECRETARY. It is that unanimous consent be given that on Tuesday, January 21, 1913, at not later than 4 o'clock p. m., the Senate will proceed to the consideration of the resolution, Senate joint resolution 78, and that before adjournment on that date—

Mr. CUMMINS. That is not the agreement for which I ask, I believe that we ought to fix a definite time to vote, so that Senators can all be here; and, inasmuch as the debate has largely taken place—

The PRESIDING OFFICER. The Chair understands that the request was that the vote be taken without further debate, except that upon an offered amendment the mover might have five minutes in which to discuss the same.

Mr. CUMMINS. That the mover might have 10 minutes and any other Senator not to exceed 5 minutes in which to reply.

The PRESIDING OFFICER. That any other Senator shall have not to exceed 5 minutes.

Mr. HITCHCOCK. Mr. President, I do not quite understand the request of the Senator from Iowa. It seems to me that if this important question is to be taken up on that date, the order should provide that it should be taken up at an earlier hour in the day, say immediately after the morning business.

Mr. CUMMINS. The Senator from Nebraska will permit me to say that the joint resolution will come up every day at 2 o'clock and will be open for debate. It will come up on that day at 2 o'clock and will continue, if any Senator desires to discuss it, until 4 o'clock. I have fixed a definite time for beginning to vote because I know that every Senator wants to be here when the vote is taken, and my observation is that it is a great deal better to fix a definite hour than to leave the matter undetermined.

Mr. HITCHCOCK. We know by experience that that will probably result simply in an active and general discussion confined to the day for which the unanimous consent is given; and it seems to me that two hours debate, from 2 to 4 o'clock,

is too limited. The debate which would occur after 4 o'clock would be almost negligible.

Mr. CUMMINS. I can not agree with the Senator that the debate will be delayed until that time; I think there will be some debate upon the matter between now and then.

Mr. HITCHCOCK. I was going to say—

Mr. CUMMINS. Any Senator will have the right to insist upon the consideration of the joint resolution every day after the morning hour has expired.

Mr. GALLINGER. Mr. President, if the Senator from Nebraska will yield to me—

The PRESIDING OFFICER. Does the Senator from Nebraska yield to the Senator from New Hampshire?

Mr. HITCHCOCK. I do.

Mr. GALLINGER. If the Senator will permit me, I rise to state that I agree with him, and that I think the hour ought to be earlier. It is a certainty that during the next week we shall not have an opportunity to consider the unfinished business, inasmuch as the impeachment proceedings will doubtless continue during that week, and I apprehend that we have no certainty that they will not go beyond the next week. There may not be much opportunity to debate the question between now and the time the Senator suggests. I want very much to accommodate the Senator in his request. I think we ought to take this matter up and vote on it; and I think if the Senator would make the hour 3 o'clock in place of 4 o'clock it would be better.

Mr. CUMMINS. I am perfectly willing to do so. I have no choice so far as the hour is concerned, and if the date I have named is too early I am quite willing to postpone it until another day.

Mr. BORAH. Mr. President—

Mr. HITCHCOCK. Mr. President, it seems to me—

The PRESIDING OFFICER. Does the Senator from Iowa yield to the Senator from Idaho?

Mr. CUMMINS. I do.

Mr. BORAH. Mr. President, I do not desire to object to the consideration of the joint resolution or to fixing a time to vote upon it, although I am opposed to the measure; but I should like, if the Senator from Iowa would consent, to have a later date fixed, and I would like very much that we should have the same agreement which we have had heretofore with reference to voting before the close of the legislative day. My experience here has been that when the Senate agrees to vote at a certain hour debate is always cut off before those who desire to participate in it on that particular day have concluded, and especially would I like to have a later date fixed, because I am quite sure I shall not be able to be here at that particular time.

Mr. CUMMINS. Of course, if the Senator from Idaho will not be here upon that day, I am very far from insisting upon fixing that time to vote. Will the Senator from Idaho suggest a day that will be convenient?

Mr. HITCHCOCK. Mr. President—

Mr. MARTIN of Virginia. Will the Senator from Nebraska yield to me?

Mr. CUMMINS. The Senator from Idaho [Mr. BORAH] suggests to me that he would like to have the matter postponed until one of the early days of February. I have no objection to that.

Mr. MARTIN of Virginia. Mr. President, I suggest that the Senator from Iowa—indeed, I request—that he will not press the unanimous-consent agreement to-day. There are quite a number of Senators absent from the city, and I will be much gratified if the Senator will just let this operate as a notice. There are a number of very important and sharp differences about the matter between the four-year presidential term and the six-year term even amongst the advocates of the amendment. I am one of those who will be glad to see something done on the line of the proposition, but I should like very much for the Senator to simply let what he has said operate as a notice and not now press the exact date, in view of the absence of so many Senators from the Chamber. In a few days he can bring up the matter, and I am sure that we shall reach some conclusion that will be satisfactory to him.

Mr. CUMMINS. Very well. I understand, of course, that a request of that kind is equivalent to a command. I very gladly accede to it, and I will say to the Senator from Virginia that very soon—whenever it seems to be agreeable to Senators—I will again ask to have a day fixed to vote upon the joint resolution.

The PRESIDING OFFICER. Then the Senator from Iowa withdraws his request?

Mr. CUMMINS. I withdraw the request at this time.

OMNIBUS CLAIMS BILL.

The PRESIDENT pro tempore. Morning business is closed.

Mr. CRAWFORD. Mr. President, I move that the Senate resume the consideration of House bill 19115, known as the omnibus claims bill.

The motion was agreed to; and the Senate, as in Committee of the Whole, resumed the consideration of the bill (H. R. 19115) making appropriation for payment of certain claims in accordance with findings of the Court of Claims, reported under the provisions of the acts approved March 3, 1883, and March 3, 1887, and commonly known as the Bowman and the Tucker Acts.

The PRESIDENT pro tempore. The question is on the amendment of the Senator from South Dakota [Mr. CRAWFORD] to the amendment submitted by the Senator from Massachusetts [Mr. LODGE].

Mr. CRAWFORD. Mr. President, I ask that the reading of the amendment to the amendment be resumed. It has only been read in part. I desire to have the reading finished.

The PRESIDENT pro tempore. The Secretary will proceed with the reading of the amendment to the amendment.

The Secretary resumed the reading of the amendment to the amendment at the top of page 17 and read to the end of line 12 on page 74.

Mr. SMOOT. I suggest the absence of a quorum.

The PRESIDENT pro tempore. The Senator from Utah suggests the absence of a quorum. The roll will be called.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Crawford	Myers	Simmons
Bacon	Culberson	Nelson	Smith, Ga.
Borah	Cullom	Oliver	Smoot
Bourne	Curtis	Page	Stone
Bradley	Dillingham	Paynter	Sutherland
Brown	Fletcher	Perkins	Swanson
Burnham	Gallinger	Perky	Thornton
Burton	Hitchcock	Pomerene	Townsend
Catron	Johnson, Me.	Reed	Works
Chamberlain	Jones	Richardson	
Clark, Wyo.	Kern	Sanders	
Crane	La Follette	Shively	

Mr. ASHURST. My colleague [Mr. SMITH of Arizona] is detained from the Chamber by reason of a slight illness, which illness has been brought upon him by assiduous attention to public business.

Mr. SIMMONS. I desire to state that my colleague [Mr. OVERMAN] is detained from the Senate by illness.

Mr. TOWNSEND. The senior Senator from Michigan [Mr. SMITH] is absent on business authorized by the Senate.

Mr. KERN. I again announce that the Senator from South Carolina [Mr. SMITH] has been called from the city on account of a death in his family.

Mr. CLARK of Wyoming. My colleague [Mr. WARREN] is unable to attend the session of the Senate because of absence from the city.

Mr. JONES. I desire to state that my colleague [Mr. POINDEXTER] is absent from the city on important business.

Mr. PAYNTER. I desire to announce that the Senator from Alabama [Mr. JOHNSTON] is absent on account of illness.

Mr. OLIVER. My colleague [Mr. PENROSE] is necessarily absent from the city for the day.

Mr. POMERENE. I desire to state that the Senator from Arkansas [Mr. CLARKE], the junior Senator from New Jersey [Mr. MARTINE], and the junior Senator from New York [Mr. O'GORMAN] are detained from the Chamber on business of the Senate.

Mr. FLETCHER. I desire to announce that my colleague [Mr. BRYAN] is necessarily absent from the Senate.

The PRESIDENT pro tempore. Forty-five Senators have answered to their names; not a quorum. The list of absentees will be called.

The Secretary called the names of the absent Senators, and Mr. DIXON, Mr. MARTIN of Virginia, and Mr. SMITH of Maryland, answered to their names.

The PRESIDENT pro tempore. Forty-eight Senators have answered to their names. A quorum of the Senate is present.

Mr. CATRON. I desire to state that my colleague [Mr. FALL] is necessarily absent on business of the Senate.

IMPEACHMENT OF ROBERT W. ARCHBALD.

The PRESIDENT pro tempore. The hour of 1.30 having arrived, the senior Senator from Georgia [Mr. BACON] will please take the chair to preside over the impeachment proceedings.

Mr. BACON took the chair as Presiding Officer.

The PRESIDING OFFICER (Mr. BACON) having announced that the time had arrived for the consideration of the articles

of impeachment against Robert W. Archbald, the respondent appeared with his counsel, Mr. Worthington, Mr. Simpson, Mr. Robert W. Archbald, jr., and Mr. Martin.

The managers on the part of the House of Representatives appeared in the seats provided for them.

The Sergeant at Arms made the usual proclamation.

The PRESIDING OFFICER. The Secretary will read the Journal of the last session of the Senate sitting as a Court of Impeachment.

The Secretary read the Journal of the proceedings of Thursday, December 19, 1912, of the Senate sitting as a Court of Impeachment.

The PRESIDING OFFICER. Are there any inaccuracies in the Journal? If not, the Journal will stand approved.

Mr. Manager CLAYTON. Mr. President, by some inadvertence a document which was admitted in evidence and which it was agreed should be printed in the body of the hearings has not been printed. I refer now to pages 986 and 987. There were three reports which it was agreed should be admitted and printed on page 986—Mr. Merriman's report, Mr. Saum's report, and Mr. Rittenhouse's report. By some inadvertence the Rittenhouse report was not printed in the Record, and I desire, Mr. President, to have that correction made, and that it be now printed in the Record, conformably to the agreement had in the hearing heretofore.

Mr. WORTHINGTON. I had noticed the same omission and intended to make the same request.

The PRESIDING OFFICER. Does the manager desire that the part which has been printed shall be reprinted, or that the document to which he refers shall be added?

Mr. Manager CLAYTON. I ask that it be printed as a part of to-day's proceedings. I think what I have said in that connection will enable anybody who wants to examine the testimony to refer it back to the proper place into which it should be read into the record.

The PRESIDING OFFICER. It will be ordered accordingly. The report is as follows:

[U. S. S. Exhibit 98.]

(J. H. Rittenhouse, C. E., civil and mining engineer, 713, 714, 715 Connell Building, Scranton, Pa.)

SCRANTON, PA., March 30, 1912.

REPORT ON THE KATYDID CULM DUMP.

The culm dump, known as the Katydid, is situated in the Borough of Moosic, Lackawanna County, and State of Pennsylvania. The dump was made during the years of 1888 to 1908, and contained the buckwheat coals that were a waste product until they became marketable, the larger size (No. 1) being the first to be marketed and the others following in order as the years rolled by.

The dump was made in the shape of a crescent to take advantage of good dumping ground. After this was made and the buckwheats in it became marketable, the Katydid owners added a washery to their plant, and not only treated the small sizes as they were made in the breaker but also began to wash this bank, as shown on the sketch where the pile has been nearly cut in two, when they stopped because of the burning of the breaker and washery.

We have made a survey of the dump and find the contents, in cubic feet, to be as below:

Culm (treatable), 3,133,632 cubic feet.....gross tons... 74,081
Slush, 1,344,391 cubic feet.....do..... 31,782

Allowing 70 per cent as the reclaimable amount in marketable sizes, we have 51,856 gross tons. The dotted line, shaded red, is the dump as outlined by the Erie Co. in their sketch, and estimated by them to contain 55,000 gross tons. I found, after making the survey, in talking with Mr. J. M. Robertson, that another section of the pile should be included. This I will have done and included in my supplemental report, which I will make in a few days, after the snow gets melted and the frost has a chance to get out of the ground.

Plate 1 shows how dump is situated with reference to transportation lines. The branches of the Erie and main line of the Erie & Wyoming Valley are shown, and also the "Laurel line," or Lackawanna & Wyoming Valley Railroad, which parallels the Erie & Wyoming for some distance about 100 feet apart. Where these main lines pass nearest to the dump they are seven or eight hundred feet from it, the Lackawanna & Wyoming Valley being the nearer by something over 100 feet, but the branch and tall tracks of the Erie that run to the Consolidated breaker and Katydid are right at the base of this dump.

This being the case, it is more favorably situated to the Erie than to the "Laurel line."

The size of the pile, excluding the slush from the washery, containing only 51,856 gross tons plus an increment of about 5,000 tons from the portion Mr. Robertson says belongs to it, makes it a small proposition, and looking at it from a commercial point of view, it is more valuable to the Erie than anyone else, for the following reasons:

The Erie already has a large breaker and washery annex, known as the "Consolidated," with tracks connecting with the Katydid, so that another washery for this dump would be unnecessary, as by taking this dump material and loading by steam shovel into cars and then taken by rail and small locomotive, it could be delivered at the washery at small cost, in my judgment, as cheaply as by a scraper line in the usual way. There would therefore be no construction cost of a washery to be charged up or separate organization and plant.

One of the main features of a successful washery is a good output, and this means a short life for a small dump; so, unless the operator had several dumps to work, and as fast as one dump played out erect the washery at another, his construction cost and depreciation cost would be excessive, for a washery soon makes junk of the outfit.

Water supply is another item that would make it more favorable for the Erie, as any other party operating would have to have his own separate supply and also separate slush dam. Having their own transportation would add to the profits of the Erie.

As to the "Laurel line." This company could not handle the material in the same way, but would have to put a swinging scraper line at the dump and another from the dump to a point near their tracks, where they would have to erect a small washery and accessories. It would be valuable to them, as they have to buy their fuel, and being in the transportation business, it would help them. At the same time it would be more expensive for them to operate the washery than it would be for the Erie, though they would get their fuel cheaper than at present, provided they could get the dump for a reasonable price.

To an outsider, one not engaged in the transportation business, it would be more expensive than to either of the transporting companies, especially if he had to be tied up by a 65 per cent contract, and for the following reasons: Culm banks made about the same time this was run about 45 per cent to 50 per cent in the different buckwheat sizes.

The bulk of the product is in No. 2 and No. 3. Prices for these the past year, based on the 65 per cent contract, have been for No. 2 55 cents and for No. 3 30 cents. Later in the year 70 cents for No. 2 and for No. 3. If a flat rate of 25 cents or 30 cents per ton for royalty or cost at a purchase had to be taken into consideration, this, with the cost of handling and preparation plus cost of construction to be charged off for depletion and short life of washery, would make it a losing proposition to any individual operating it. The 65 per cent contract, for instance, made a freight charge of \$1.30 tidewater for No. 1 buckwheat and \$1.54 for No. 2.

As to prices paid for culm piles, either by purchase outright or on a royalty basis, flat rate or sliding scale, I have to say that leaving out the recent wild prices paid, due to impending strike conditions, the ordinary prices have been about as follows:

Mr. W. H. Richmond leased his old dump at Dickson City for a flat rate of 42½ cents for everything in the dump. This was largely an old dump, made between 1860 and 1875, and had a great deal of the larger sizes of the steam coals and also rough coal condemned in those days. It is one of the best dumps in the valley and was leased to the Scranton Traction Co. as a fuel proposition. It is not made a washery proposition.

Another dump made by this same Mr. W. H. Richmond, but in later years (1884 to 1895) was leased at a flat rate of 30 cents to the Central City Coal Co. in 1907, and, though favorably situated for local city trade, but no railroad facilities, it was a losing proposition.

The Carbon Hill dump along the Lackawanna & Bloomsburg Railroad and the Lackawanna River, a few miles below this city, sold for practically a cash price of 50 cents per ton in the fall of 1911.

During the past year or so the finer culm, such as would pass through the standard mesh of 1/8 of an inch, has begun to show market value. This, passed over a 3/64 mesh, is successfully used as a fuel at the Oxford mines in this city, and I am informed that the D. L. & W. are using the fine stuff, such as barley coal and finer, very successfully in some of the specially constructed boiler plants. This being the case, what has been in the near past a waste product will probably in the near future be utilized as a fuel without treatment.

If this late waste product is sold instead of having to take care of it and the 65 per cent contract is cut out, it will be a close question as to just what would be a fair flat rate of royalty on this pile. Until such time as I can test the pile for the percentage of the different sizes, I would say from 25 cents to 30 cents per gross ton for the merchantable coal in the bank would be all it would be possible for a selling and non-transporting proposition to bear.

My supplemental report will follow in a short time.

Yours, very respectfully,

J. H. RITTENHOUSE,
Civil and Mining Engineer.

[See pages 960 and 961 for illustrations.]

(J. H. Rittenhouse, C. E., civil and mining engineer, 713-714-715 Connell Building, Scranton, Pa.)

SCRANTON, PA., April 11, 1912.

Mr. WRISLEY BROWN,
Department of Justice, Washington, D. C.

DEAR SIR: I herewith submit my supplemental report on the "Katydid" bank.

Number of cubic feet in the bank, as outlined by the Erie... 3,133,632
Additional dump, making 3 in all..... 681,229

Total..... 3,824,861

Weight per cubic foot=52.9 pounds.

43.3 cubic feet=1 ton of 2,240 pounds.

3,133,632 ÷ 42.3 cubic feet..... Tons. 74,081

681,229 ÷ 42.3 cubic feet..... 16,105

Total..... 90,186

A test of the component parts of the various sizes in the dump I find as follows:

	Coal.	Waste.	Total.
	Per cent.	Per cent.	Per cent.
Sizes above chestnut.....	6.086	2.765	8.851
Pea.....	1.041	.261	1.302
No. 1 buckwheat.....	12.419	.....	12.419
No. 2 buckwheat.....	9.893	.....	9.893
No. 3 buckwheat.....	22.454	.....	22.454
Slush passing through 1/8 inch.....	.....	45.080	45.080
Slate and rock.....	.....	3.026	.....
Total.....	51.893	48.106	99.999

This, worked out on the basis of values received for the various sizes according to their percentages, would make the dump figure up in gross receipts, \$47,533.

If a 1/8-inch mesh were used instead of a 1/4, as is sometimes done, the per cent reclaimed would be increased by 14.087 per cent, or a total of 65.98 per cent.

Assuming that the bank contains 90,000 tons, we then have the various sizes as below:

	Tons.	
Chestnut and above	5,477 at \$3.25	\$17,800.25
Pea	937 at \$1.78	1,687.86
No. 1 Buck	11,177 at \$1.41	15,759.57
No. 2 Buck	8,904 at 70 cents	6,232.80
No. 3 Buck	20,209 at 30 cents	6,062.70
Total	46,704	47,533.18

If line prices were obtained instead of the 65 per cent basis, then the amount would be increased to some extent.

If what passes through a $\frac{3}{8}$ mesh and over $\frac{1}{2}$ is saved, or 12,678 tons at \$0.30, an increment of \$3,803.40 should be added to the above, or a total of \$51,336.58.

A flat price of 30 cents per ton for the entire dump or 90,000 tons at 30 cents would be \$27,000.

If the Erie worked this dump, it would cost them from 10 cents to 15 cents per ton to get it to their present washery and to separate it. To treat 90,000 tons, it would cost them about \$12,000. A capacity of 300 tons per day would clean up the bank in about one year and realize about \$50,000 for it plus the profit over the actual cost of freight. Deducting the preparation cost and depreciation, it should net them at least \$35,000 plus the freight profit.

If the "Laurel Line" worked it, their conditions would be quite different, for they are not adjoining the dump and have no plant; but,

as it would be a fuel proposition pure and simple. It would not need so much of a plant, and as they consume only about 100 tons a day, the cost of preparation would be greater, or about 20 cents per ton, or \$18,000. This, plus the cost of the bank—\$27,000—would make \$45,000, to which must be added the cost of the necessary plant, or about \$5,000, which would be junk at the end of the operation, which would be in about two years. Another item would be the freight cost from the washery to their plant, which, at less than the usual freight charge, would make the cost just about equal to what their fuel costs them. I think they would break just about even.

To the individual operator selling his product this party, in my judgment, would fare worse than the "Laurel Line," for if he sold his prepared product, he would have to build more of a plant and greater pocket capacity, costing from \$8,000 to \$10,000, and, with the same output of 300 tons per day, have pretty much junk on his hands at the end of the year. I would consider this as a losing proposition.

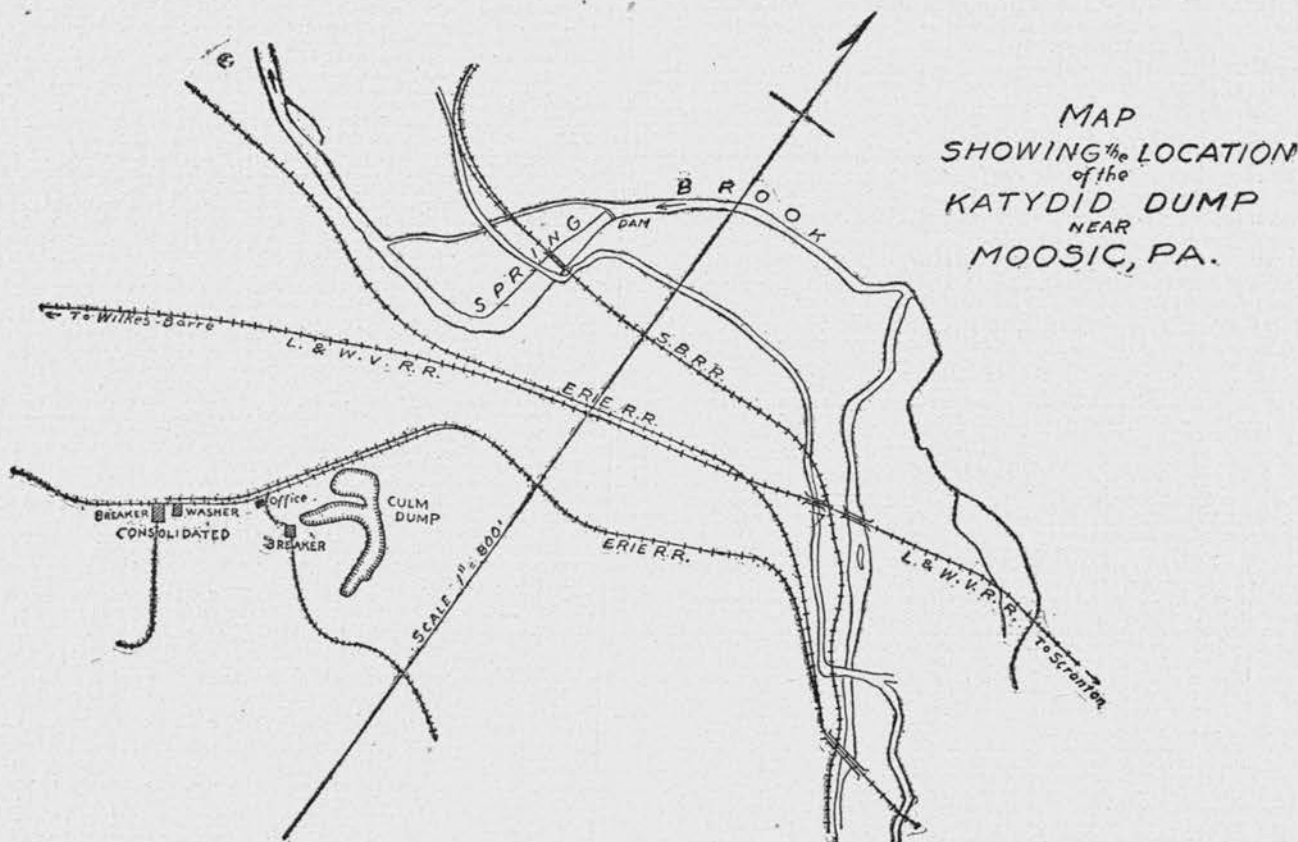
Trusting that I have covered the ground you have outlined for me, I am,

Yours, very respectfully,

J. H. RITTENHOUSE.

RELATIVE TO THE OWNERSHIP OF THE KATYDID BANK OR DUMP.

I find Mr. J. M. Robertson claims a half interest or thereabout in the dump under a term he calls "mining rights." He states he has never had a lease, and that there is no lease to him on record; that his only source of title is from certain letters from the Hillside Coal & Iron Co. and verbal agreements had from time to time relative to the several different parcels which he was given the right to mine. He worked his



plant from 1887 to 1908 under the above agreements. Since the breaker and washery burned, the property has been virtually abandoned.

He claims that most of the coal came from the Caldwell lot, owned wholly by the H. C. & I. Co., adjoining lot No. 46, which is jointly owned by the Everhart estate and the Hillside Coal & Iron Co., and these coals were of course mixed and put on a common dump, said dump being on lot No. 46.

This property was mined and operated for over 21 years, and vouchers made and accepted without question. I understand royalties were paid on "prepared" sizes or for chestnut coal and larger sizes, but no royalty on pea coal and smaller sizes. The relative proportion of the different interests represented in the dump could be determined from the vouchers paid for coal mined from the different tracts.

The Hillside Coal & Iron Co. has given an option for its interest (supposed to be one-half) in the dump, not specifying what that interest is. Mr. Robertson states he thinks his interest should be about the same as that of the company, but has given an option for a less amount than that given by the company, which I am informed is for \$5,000.

The Erie Co. could possibly go ahead and put this coal through their washery and no questions be raised, yet this may not be possible. The Everhart estate, owning an individual one-half interest, gets no payment for the small sizes. Coal from other lands has been dumped on land in which they have a half interest in the surface and coal, and since the question of ownership has been raised they would quite likely have something to say.

I find on investigation that there is no lease recorded from the Everhart to the Hillside Coal & Iron Co. and that they never had any, nothing more than a letter, which can not be found. This may account for Mr. Robertson having similar conditions to work under.

In order to determine the exact conditions, a detailed investigation would have to be made, not only as to the title, but also as to the proportions due each. I am informed that negotiations are under way to

get the tangle straightened out, but with the small amount involved, and the numerous heirs, making the amount due each small, there is not much likelihood of its being pushed with vigor.

J. H. RITTENHOUSE.

[See pages 962, 963, 964, and 965 for illustrations.]

The PRESIDING OFFICER. Is the respondent ready to proceed?

Mr. WORTHINGTON. Yes, Mr. President. We will recall Mr. Brownell.

TESTIMONY OF GEORGE F. BROWNELL—RECALLED.

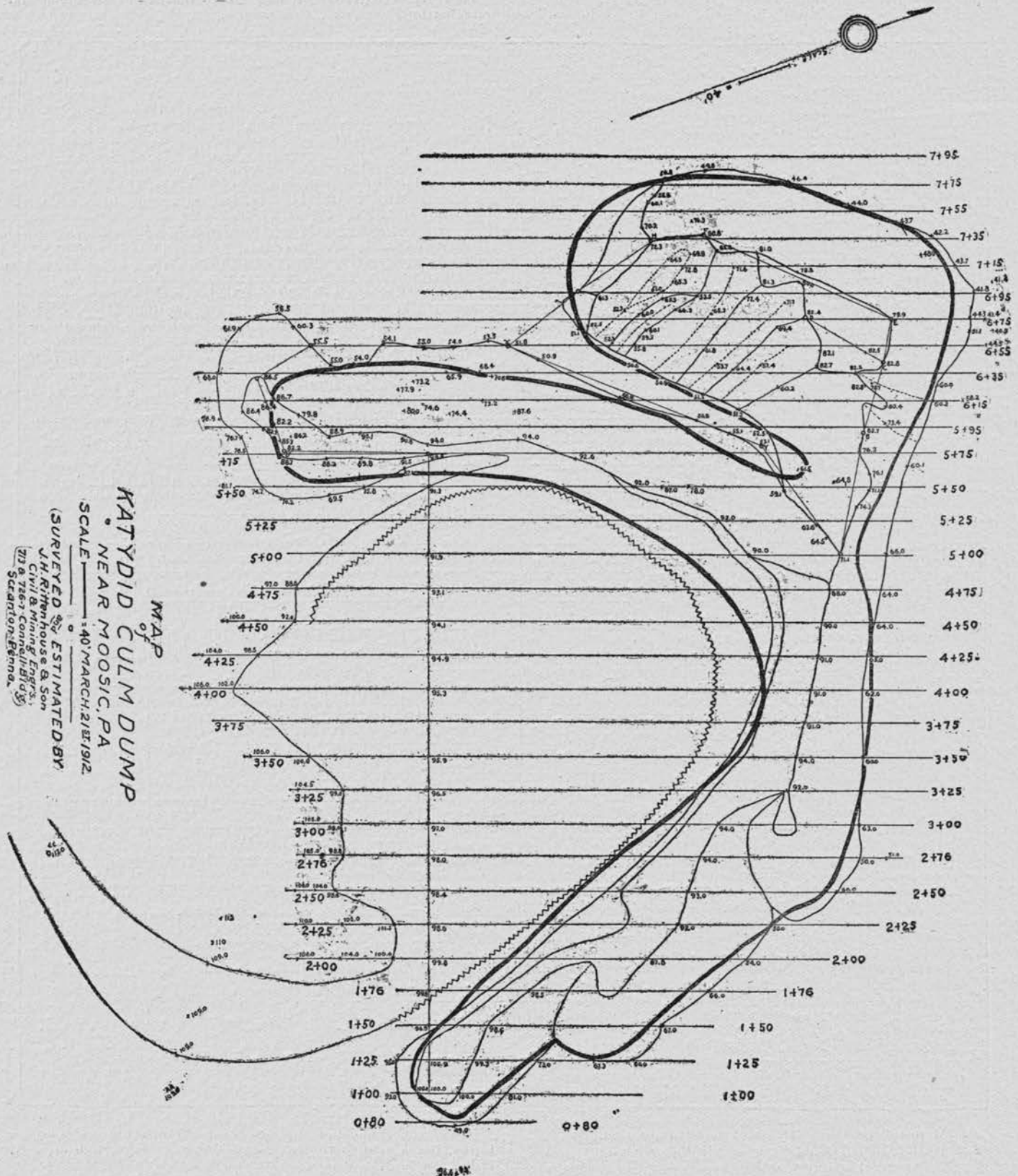
George F. Brownell, having heretofore been duly sworn, being recalled, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) I have called you back for the purpose of asking you one question, and that is to what extent, if at all, did you hear anything about the result of Judge Archbald's visit to Mr. Richardson when you took him to Mr. Richardson's office and left him there; what, if anything, did you hear about the matter after that, until after these charges against Judge Archbald became a matter of newspaper publication?—A. I knew nothing of what occurred between Mr. Richardson and Judge Archbald or as to the result of their conversation until some time in the following May, when I had a talk with Mr. Richardson and about the same time with Capt. May. That was subsequent to the institution of the inquiry before the House Judiciary Committee, and this was just prior

to the occasion when I and Mr. Richardson requested that we be given an opportunity to appear before that committee and make a statement. Preliminary to that Mr. Richardson accompanied me there, leaving a sick bed for the purpose, and told

me what occurred. That was the first information I had in regard to it.

Q. Between the time you took Judge Archbald to Mr. Richardson's office and left him there, as you have already testified,



and the conference you had with him in May, shortly prior to the inquiry before the Judiciary Committee, had you heard about the matter from any source?—A. Not subsequent to the 4th day of August, until a date about the middle of April, when

my attention was called to some newspaper articles, when I was in the West, making reference to it; but I had no information or conversation with anyone with respect to what occurred between Mr. Richardson and Judge Archbald or the re-

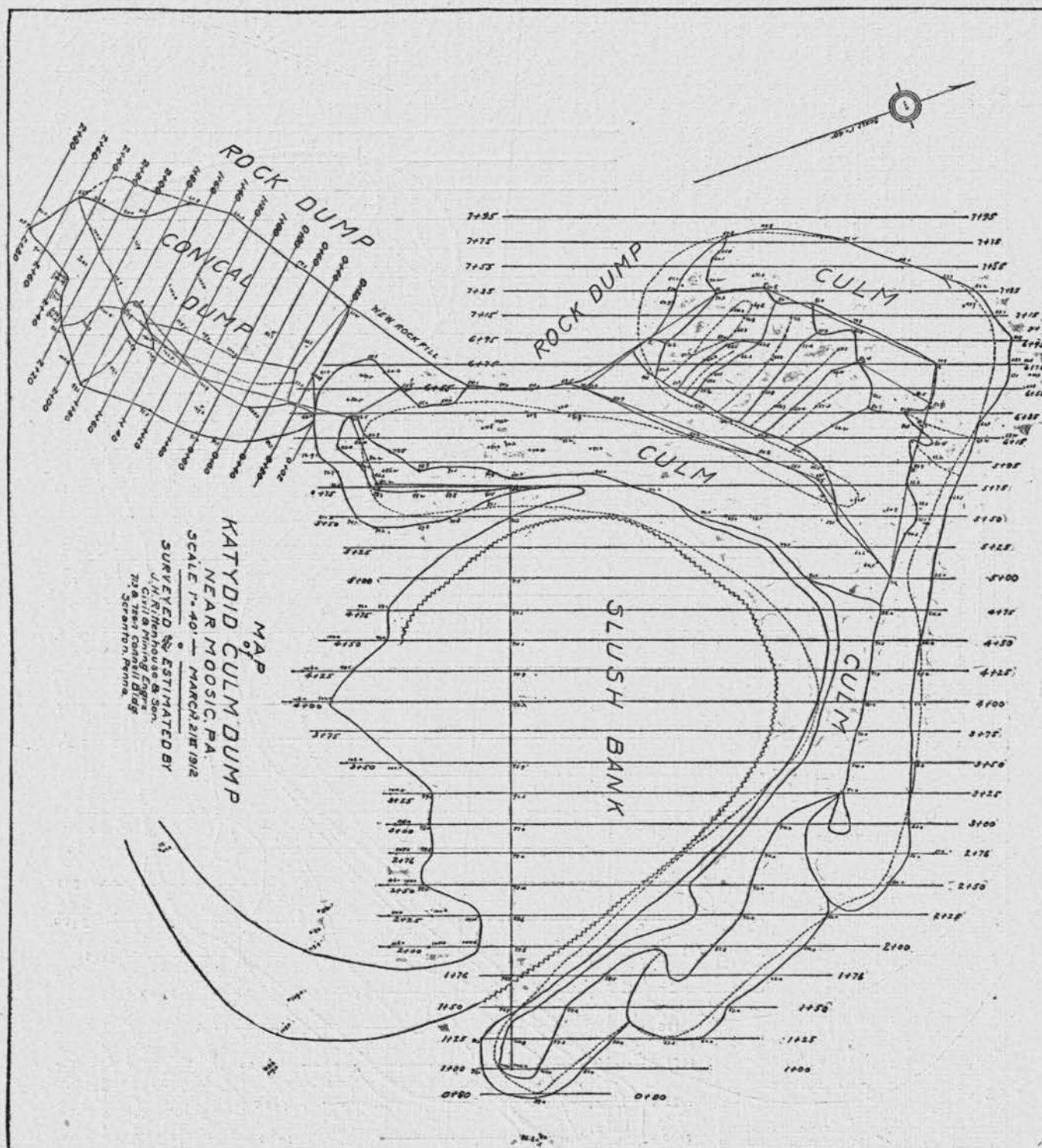
sults of it; but subsequent to the middle of April I did have conversation with various people as to what information I had had myself.

Q. I do not care to ask you about anything that happened after the newspaper publications.—A. I was trying to make a distinction between the time in April, when I saw newspaper

reports, and the time in May, when I had a conversation with Mr. Richardson and Capt. May in regard to what occurred between them.

Mr. WORTHINGTON. That is all, gentlemen.

The PRESIDING OFFICER. Have the managers any cross-examination?



Mr. Manager HOWLAND. No cross-examination.
Mr. WORTHINGTON. We will call Judge Knapp.

TESTIMONY OF MARTIN A. KNAPP.

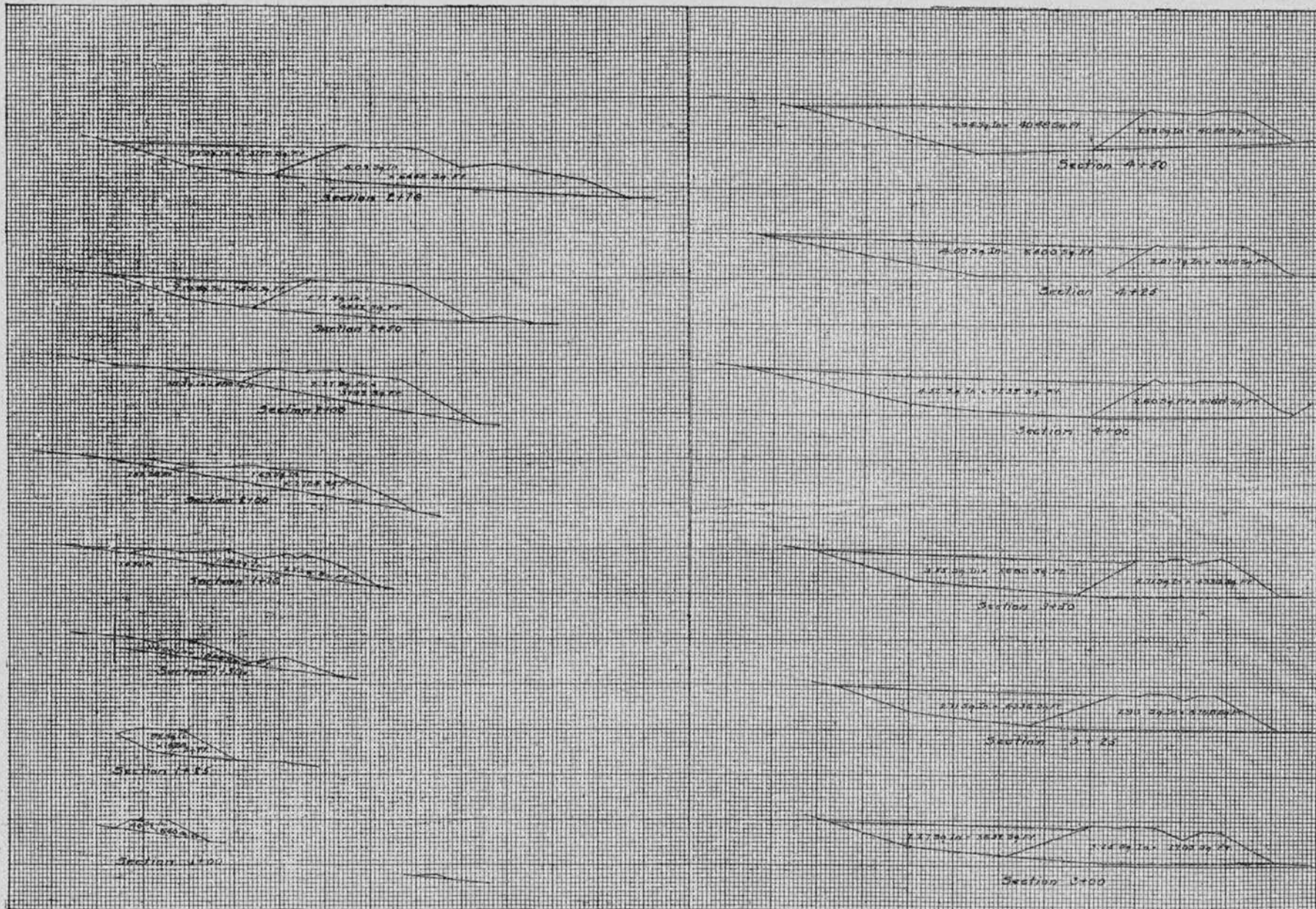
Martin A. Knapp, being duly sworn, was examined and testified as follows:

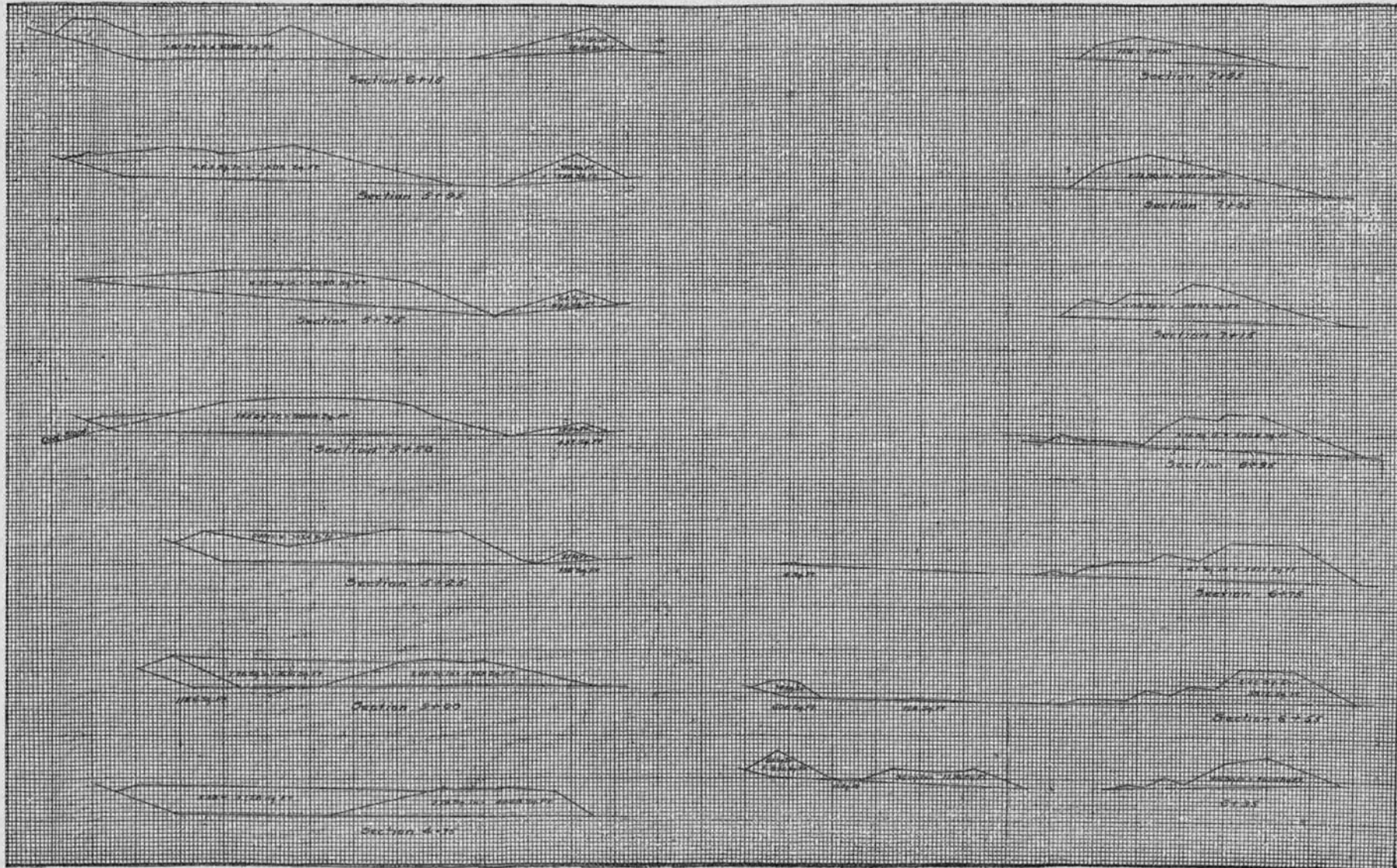
Q. (By Mr. SIMPSON.) You are the president judge of the Commerce Court, and have been since its creation, have you not?—A. I have.

Q. Do you remember the case of the Louisville & Nashville Railroad Co. against the Interstate Commerce Commission?—A. I do.

Q. I hand you a printed copy of the opinion of the Commerce Court in that case. Will you kindly indicate the portion of that opinion which was written by you?

Mr. Manager NORRIS. I did not hear the question. I should like to hear it.





The PRESIDING OFFICER. The Reporter will read the question.

The Reporter read as follows:

I hand you a printed copy of the opinion of the Commerce Court in that case. Will you kindly indicate the portion of that opinion which was written by you?

Mr. Manager NORRIS. We object to that as immaterial.

The PRESIDING OFFICER. The counsel will please indicate the purpose for which the testimony is offered.

Mr. SIMPSON. The Presiding Officer will recall that the managers introduced evidence here showing various letters written by Judge Archbald to Mr. Bruce and the replies made by Mr. Bruce to Judge Archbald in connection with this particular case. Those letters referred to two certain questions. The inference growing from the article of impeachment is that Judge Archbald obtained information in relation to these two particular matters, which particular information thus obtained found its way into the opinion of the court as the result of that correspondence.

We propose to prove by the testimony of Judge Knapp that the parts of the opinion which related to that matter were written by him and not by Judge Archbald, and that he had no knowledge at all in relation to that correspondence.

Mr. Manager NORRIS. Mr. President, the contention of the managers has not gone to the extent that counsel has indicated. I think it is immaterial even what was the decision of the court in the case. It is certainly immaterial who wrote the opinion.

The charge made in this case is that Judge Archbald invited one of the attorneys to file practically a brief, to reargue or at least to argue some of the propositions involved. That is as far as we go. We think that is improper and a misbehavior. Now, how the case finally terminated or who wrote the opinion we think entirely immaterial, as far as the conduct of Judge Archbald is concerned in the particular charge we make.

Mr. SIMPSON. If the managers, sir, disclaim that the writing and the receipt of those letters had anything to do as affecting the opinion of the court in that case, then, of course, this evidence becomes immaterial.

Mr. Manager NORRIS. We will not disclaim that.

Mr. SIMPSON. Very well. Then, that being so, I have the right to show, I submit, sir, that the writing and receipt of those letters had nothing to do with the opinion in the case, because Judge Knapp himself wrote that portion of the opinion, and he had never heard of the letters.

The PRESIDING OFFICER. Does counsel propose to go further and show that no other judge other than Judge Knapp was instrumental in arriving at that conclusion?

Mr. SIMPSON. I propose to show that no other judge than Judge Knapp had anything to do with writing the opinion which related to these two subjects matter.

The PRESIDING OFFICER. The inquiry of the Presiding Officer was whether counsel proposed to go further and show that no other member of the court had anything to do with the conclusion arrived at by the court.

Mr. SIMPSON. I do not see, sir, how I could go to that extreme, because there are five judges of the court, and it was necessary, of course, that at least three of the judges should coincide in the judgment attained. But we do propose to show that no other judge of the court had any knowledge of any kind of these letters, and that Judge Knapp, who wrote that part of the opinion, which related to those subjects matter, never heard of the letters.

The PRESIDING OFFICER. The Chair is of the opinion that the evidence is not material to the charges made in the articles of impeachment. The decision of the Chair is always subject to the higher decision of the Senate, if the Chair is in error.

Mr. SIMPSON. My colleagues seem to think that I have not made clear to you, sir, that none of the other judges knew of the writing or receipt of those letters. I thought I had made that clear. My colleague, Mr. Archbald, calls my attention to the fact that in the opening by Mr. Manager CLAYTON this language was used. I read from page 104 of the record:

On February 28, 1912, this case was decided by the Commerce Court in favor of the railroad company. Judge Archbald wrote the opinion of the majority, which followed the views expressed by Bruce, and Judge Mack dissented. The attorneys for the Interstate Commerce Commission and the United States were given no opportunity to examine and answer the arguments.

And so forth.

The PRESIDING OFFICER. The Chair understands the charge to be one of personal impropriety, official impropriety on the part of the respondent, and the Chair does not think this material evidence.

Mr. SIMPSON. Under the ruling of the Chair there is no need for the further retention of this witness, sir.

Mr. HITCHCOCK. Mr. President, I should like to have this question propounded to the witness.

The PRESIDING OFFICER. The Senator from Nebraska desires a question propounded to the witness, which the Secretary will read.

The Secretary read as follows:

Did Judge Archbald communicate to you or to other members of the court sitting in conference on this case the fact that he had communicated with one of the attorneys in the case and received from him certain argument or information relating to the case?

The WITNESS. He did not.

The PRESIDING OFFICER. The witness may retire.

Mr. WORTHINGTON. We will call Mr. Hill.

TESTIMONY OF FRANK A. HILL.

Frank A. Hill, being duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) Where do you live?—A. Pottsville, Pa.

Q. What is your business?—A. Coal.

Q. In what way are you or have you been in the coal business?—A. I have charge of the mining department of the Madeira, Hill & Co.

Q. Did the Madeira, Hill & Co. have anything to do with what is known as the Oxford dump, which has been referred to here?—A. Yes; they operate the washery of the Oxford Coal Co.

Q. How long ago did they begin that operation?—A. I do not know. I have known of it for four and one-half years.

Q. In connection with the operation of the Oxford dump, did you at any time have occasion to consider making application for a lease of what is known in this case as the Packer No. 3 dump, belonging to the Girard estate?—A. Yes, sir.

Q. There is a letter in evidence in this case on page 659; you are familiar with that letter?—A. It is my letter of March 26.

Q. Your letter of March 26 to Mr. Warriner?—A. Yes.

Q. Relating to No. 4?—A. No. 4 bank.

Q. And No. 2, at the end of the letter?—A. A proposition to work No. 4 and a mention of No. 2.

Q. I wish you would go ahead and state what you had to do, if anything, in connection with any project for getting No. 3, the one that is involved here; how that arose.—A. In September, 1911, Col. James Archbald, the engineer of the Girard estate, called my attention to that bank and the possibility of our operating it. I looked it over very casually and made an application to the Girard estate for it.

Q. And when you looked it over were you in company with anybody else?—A. Mr. Archbald, Mr. Weller, and Mr. Klock, of Shenandoah.

Q. Who is Mr. Weller?—A. Mr. Weller is inspector for the Girard estate.

Q. After you had looked it over, you say you made an application for No. 3?—A. To the Girard estate; yes, sir.

Q. Go on, then, and tell the story along until Judge Archbald gets into it.—A. We learned from the Girard estate it was their purpose not to make any change in their lessee, and the matter dropped.

Q. You are familiar, of course, with the Oxford dump that your company has been washing for several years?—A. Very.

Q. Have you made an examination of Packer No. 3 dump?—A. I would not call it an examination. I walked over the top of the bank.

Q. Had you any thought of making an application for No. 3 Packer, the one involved in this case, until Col. James Archbald made an application?—A. I had not.

Q. Did he give you any reason for making the application, anything as to the probability of its being operated by the Lehigh Valley or by the Girard estate itself?—A. He created the impression in my mind that he thought the Lehigh Valley would not operate it.

Q. Do you remember when it was that you made that application?—A. The formal application was made in November, 1911.

Q. Was that in writing or verbal?—A. It was in writing.

Q. Have you a copy of it with you?—A. I have.

Q. I should like to see it, please.

(The paper was produced and handed to counsel and then to the managers.)

Mr. Manager WEBB. What is the purpose of this letter, Mr. Worthington?

Mr. WORTHINGTON. The purpose is to finish out the story which was started by the managers. The managers themselves put in evidence the application that was made by Madeira, Hill & Co. to Packer No. 3, and that with the application of

Madeira, Hill & Co. to Judge Archbald and his associates are referred to in the proceedings of the Girard estate. I think we ought to be able to complete what they began and make the argument afterwards. We found on the page I have already referred to the application of this company for two of these dumps.

Mr. Manager STERLING. On what page?

Mr. WORTHINGTON. On page 659. The application dated March 26, 1911, made by this company—Madeira, Hill & Co.—to Warriner was put in evidence by the managers, and also the answer given by Mr. Warriner on behalf of the Lehigh Valley Coal Co.

Mr. Manager WEBB. I have no objection to the letter going in for what it is worth.

Mr. WORTHINGTON. Very well. Let it be marked, and let the Secretary read it, please.

The Secretary read as follows:

[U. S. S. Exhibit BB.]

OXFORD, November 27, 1911.

Mr. GEORGE E. KIRKPATRICK,
Superintendent Girard Estate, Philadelphia.

DEAR SIR: As you are aware, the amount of coal that still remains in the Oxford bank is being rapidly depleted with the large tonnages that we are putting out, and the consequence is that it would appear that we have hardly a year's work still before us, providing the present rate of output is continued. At the exhaustion of this bank, if there are no further supplies for us in the way of coal, the plant will go to pieces, and as it has paid large royalty to your estate and no profit to us as operators so far we are extremely anxious to prolong the life in the hopes of getting remuneration and a return on our investment.

A year or so ago we informally spoke to you and made application for the No. 4 Packer bank, if that could be obtained by release from the Lehigh Valley Coal Co., and we now also desire to make further application and enter a specific one for the No. 8 bank, which we understand is not being operated and does not now look as if it would be by the present tenants.

While this bank is not so desirable as the No. 4, it would temporarily enable us to keep our operation going until some other decision might be reached by your board or some other coal found available with which to feed our plant.

This No. 3 bank we could arrange to handle through our Oxford plant, and as our necessities in the way of supplies are getting to be so urgent, I beg to ask your consideration of this application as soon as the matter is one which you can take up. We think the Lehigh Valley Coal Co. would release this bank, as we can not see that it is of any interest to them. The No. 4 bank would be more desirable and convenient for us, and we hope eventually that our application for this may be considered favorably also.

Very truly, yours,

President.

Q. (By Mr. WORTHINGTON.) Mr. Hill, how, if you know, did the royalties which you were paying on this Oxford dump, and to which you referred in that letter, compare with the royalties generally that the Lehigh Coal Co. was paying?—A. They were lower.

Q. Are you able to make any comparison between No. 3 and the Oxford dump?—A. In what way?

Q. As to which was the more valuable?—A. It would be only an impression.

Q. It is an opinion based on your own experience of it?—A. It is an opinion based on observation of the outside of the bank.

Q. Well, what is your opinion based upon that?—A. I think 4 is a better bank than 3.

Q. You think No. 4 is better than No. 3?—A. I think so.

Q. There are two No. 4s, I suppose you know.—A. I speak of Big 4 and Big 3.

Q. My question related to a comparison between Oxford and No. 3.—A. I think Oxford and No. 3 are about the same. I know the Oxford bank thoroughly and I only saw No. 3 from the outside.

Q. Did you get any reply to the application which has just been read?—A. Verbally, I think; no written reply.

Q. What was it?—A. That it was the intention of the Girard estate not to change their lessees—not to take the bank from the Lehigh Valley.

Q. Do you remember that anything was said about their waiting until new leases were made, the lease of the Lehigh Valley then being about to expire?—A. Nothing positively.

Mr. WORTHINGTON. That is all.

Cross-examination:

Q. (By Mr. Manager WEBB.) Mr. Hill, did you know at the time you made the application which has just been read from the desk, dated November 25, 1911, that Judge Archbald had also made application for Packer No. 3 and had obtained the consent of the Lehigh people for it?—A. I think I knew he had made application, but I knew nothing beyond that.

Q. Did you know he had obtained the consent of the Lehigh people to release it?—A. I did not.

Q. Your investigation of Packer No. 3 extended only to merely walking over it?—A. That is all.

Q. And for those reasons you think the Oxford and Packer No. 3 are about the same in quality?—A. I do.

Q. That is the only means of ascertaining the quality of No. 3 that you used, just looking at it?—A. That is all.

Mr. Manager WEBB. That is all.

Mr. WORTHINGTON. That is all.

The PRESIDING OFFICER. The witness may retire. He is excused.

TESTIMONY OF HENRY J. WELLER.

Henry J. Weller appeared and, having been duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) Where do you live?—A. Girardville, Schuylkill County, Pa.

Q. What is your occupation?—A. Mine inspector for the Girard estate.

Q. How long have you been mine inspector for that estate?—A. Ten years.

Q. And in a general way your duties are what?—A. To see that the coal is mined out as thoroughly as possible; to get all the benefits from all the coal on the estate as thoroughly as possible.

Q. To keep things moving, eh?—A. Yes, sir.

Q. Do you have any particular acquaintance with the dump known here as Packer No. 3 and the other Packers?—A. I know them well.

Q. What way have you for being so well acquainted with them?—A. We have been at them frequently and tried to get them worked. We have been trying to get them worked, so as to get the coal reclaimed that was contained in those banks.

Q. I would like to know what you have had to do with the negotiations, as we know here, what went on for the purchase or leasing of Packer No. 3 dump, both on the part of Madeira, Hill & Co. and Judge Archbald and his associates.—A. The eastern No. 4 bank was going to be covered by a new rock bank that they were making at Packer 4.

Q. I will ask you to go back to the map and show the location of these Packer dumps and the Oxford dump. You will find a pointer there. Please stand to one side a little and indicate the positions so that all may understand them.—A. The Lehigh Valley Coal Co. worked Packer 4.

Q. Where is that?—A. It is located there [indicating]. They put a trestle across the Ashland branch of the Lehigh Valley Railroad and were making a big fill of rock between the creek and the railroad. That fill of rock is extending east and getting around that bank.

Q. Before you go on, please indicate where the Oxford dump is.—A. This is the bank [indicating]. This is the washery.

Q. Where is No. 3?—A. No. 3 is just a little to the east of Eastern Packer No. 4.

Q. Where is eastern No. 4?—A. Right there [indicating].

Q. Where is No. 4 proper?—A. No. 4 proper is here [indicating].

Q. Where is No. 2?—A. No. 2 is here [indicating] on the extreme west end.

Mr. POMERENE. Mr. President, one of the Senators the other day called attention to the indefinite manner of this testimony as it appears in the record when referring to a map or plat. The witness is referring to this point here and that point there in such a way that the record will be entirely unintelligible.

The PRESIDING OFFICER. The counsel for the respondent will please note the suggestion of the Senator from Ohio and endeavor to remedy the difficulty by the character of the questions propounded to the witness.

Q. (By Mr. WORTHINGTON.) To begin again, in what way is what is called the Oxford washery named on this map?—A. This is the Oxford washery [indicating].

Q. The name Oxford washery is used there?—A. Yes, sir.

Q. As to Packer 4 dump, what is the legend on the map?—A. We call this west No. 4 bank [indicating].

Q. That is the legend on it?—A. Yes.

Q. The legend on Packer No. 3 is what?—A. Packer No. 3 colliery bank.

Q. And eastern Packer 4?—A. Eastern Packer 4.

Q. You referred to a creek. How is that named?—A. The Shenandoah Creek.

Q. It is so named on the map?—A. Yes, sir.

Q. Go ahead with the story.—A. They built a trestle across the Ashland Branch, and so filled this place between the creek and that bank.

Q. Between the creek and what bank?—A. Between the creek and Packer 4 eastern bank. This rock fill will eventually surround that bank. So we were anxious to try to have whatever coal was in there reclaimed before they would cover, and we asked the engineer of the Girard estate to take it up with Mr.

Frank A. Hill, or the manager of the Oxford washery, to see what they could win, inasmuch as the bank was not very large.

Q. You asked the engineer of the Girard estate. Who was he?—A. James Archbald, jr.

Q. To take it up with the Oxford washery people and see whether they would not take that?—A. Yes, sir.

Q. Very well; go ahead.—A. The bank was not a very rich bank. The Lehigh Valley Coal Co. tried to work into Packer 4. They tried it first in 1903, next in 1904, next in 1906, and next in 1907. In the whole time they only took about 300 cars. The colliery people objected to the condition of the material, and every time they stopped working it.

Q. They could not use it?—A. They could not use it.

Q. Go on.—A. Mr. Hill asked the engineer of the Girard estate to make an estimate showing how much coal was in that bank.

Q. What bank?—A. Eastern Packer 4 bank, with a view of seeing whether it would be worth his while to try to work it. In the meantime this other matter came up.

Q. What other matter?—A. The Archbald matter. In the meantime they applied to the Lehigh Valley, as I understand, for that bank and for Packer No. 3 bank, and Mr. Hill never made his application to the Lehigh Valley Coal Co.

Q. He never made his application?—A. Not for that bank.

Q. Not to the Lehigh Valley Coal Co.?—A. No, sir. Mr. Hill did make application for west Packer No. 4 bank. That was a year or two previous.

Q. Did you go on Packer No. 3 at any time with James Archbald?—A. I went on Packer No. 4, on the culm bank, with James Archbald.

Q. How far is that from Packer No. 3?—A. They are very close, only a few feet dividing them at the base of the bank. It is the same bank. We made some tests to show the quality of coal contained in it and we found a fairly good piece of bank in quality, but surrounded by a later bank, a rock bank. Can you see that encircling it [indicating]?

Q. Around where?—A. It starts there [indicating] and goes around and comes through here [indicating], encircling all the east, south, and southwest side of the bank. So the good part of the bank is surrounded by a poor bank, a rock bank, which contains very little coal.

Q. So you have to get the poor stuff away to get at the good?—A. We can not get it without that.

Q. You say you made an estimate?—A. Yes; we made tests.

Q. Who are "we"?—A. I had men working with me and doing it. The tests were made under my supervision.

Q. Was that report reduced to writing so that we can see what the result was?—A. Yes, sir.

Q. Where is it?—A. I have a copy of it. It is in my pocket. [Producing paper.]

Q. We would like to have it. That is the test of Packer No. 3?—A. Yes, sir.

Mr. WORTHINGTON. I should like to have this paper read at the Secretary's desk.

The Secretary proceeded to read the paper.

Mr. WORTHINGTON. I am reminded that it is already in evidence, and I do not care about having it repeated.

Mr. Manager WEBB. There is no necessity of repeating it.

The PRESIDING OFFICER. The stenographer will please omit what has been read.

Q. (By Mr. WORTHINGTON.) Can you give us any information as to whether Packer No. 3 dump could have been worked economically, paying more than the royalties which had to be paid to the Girard estate?—A. In my opinion, not.

Q. Why?—A. We were being surrounded by this rock bank which made it inconvenient to get at the good material which was contained in a portion of the bank.

Q. Aside from the expense of getting at the good material, what was the average product or quantity of coal in the whole dump as compared with the total mass?—A. About 44 per cent.

Q. To what extent can a dump with only 44 per cent be worked economically?—A. If it was a bank that contained 44 per cent coal and did not contain much large rock, it could be worked profitably, but a bank containing much rock, where the large rock was dumped indiscriminately with the finer dirt containing coal, it would make it unprofitable to work.

Q. You would apply that latter proposition to Packer No. 3?—A. I certainly would.

Q. From your knowledge of it?—A. Yes.

Q. Do you know anything about a part of this dump contained in this Packer No. 3 having been put into the creek?—A. About a year or two previous to the time the leasing was taken up they were filling where this new rock dump is now being put in. They were filling in with ashes and silt from the

breaker and from the boiler house. To stop that from getting into Shenandoah Creek they took thousands of cubic feet and dumped it all along the creek for a fill, losing that much indefinitely, because it can never be regained from the ashes that were put behind it.

Q. They took thousands of cubic feet from what bank?—A. From eastern Packer 4 bank.

Q. Do you know anything about a part of that No. 3 going into a mine and being lost in that way?—A. Yes. There was a large quantity of No. 3 bank taken down into the mine by the mining underneath. As those mine openings caved in, it took thousands of cubic yards of Packer No. 3 into the mine, where it can never be regained.

Q. You notice mark "A" on the map. Can you see it?—A. Yes, sir.

Q. You know what it is?—A. Yes, sir.

Q. Do you know anything about taking a part of bank 4?—A. Yes, sir. The Lehigh Valley Railway Co. wanted to straighten their main track. The bank, or a part, which belonged to Packer No. 3 colliery, was on the northern side of the Ashland branch of the railroad. The Girard estate agreed with the Lehigh Valley Railroad that if the Lehigh Coal Co. would take that dirt into the breaker and reclaim the coal contained in it, there would be no objection to straightening out their tracks, or if they would pay for the coal contained in the dirt bank they could leave the bank there and use it still to straighten out their track. So the Lehigh Valley Railroad Co. agreed with the Lehigh Valley Coal Co. that they would load that material into railroad cars and deliver it to the breaker free of charge if they would open up their breaker and reclaim the coal; the Girard estate would get the royalty and they would not need to pay for it and leave it lie on the ground. After trying three or four times to get this coal worked, the coal company every time objected to it on account of some rock contained in it. They finally abandoned it, and the Lehigh Valley Railroad Co. paid for 19,500 tons of coal in that bank, and left it underneath their railroad. Yet that was a much better bank than the other Packer No. 3 bank.

Q. You are familiar, of course, with the Oxford bank?—A. That is one of our collieries.

Q. That is one as to which you made inquiries?—A. Yes; it is one of the Girard estate banks.

Q. How does that compare with Packer No. 3?—A. It is about equal.

Q. It is just about the same?—A. Yes, sir.

Q. You told me that the percentage of coal in this Packer No. 3 is about 44.—A. About 44.

Q. Was that equally over the whole dump or were parts higher and parts lower?—A. That was the average. The northwest corner was the better and the southern and eastern sides the poorer.

Q. Where the rock is?—A. Yes, sir.

Q. Now, about eastern No. 4, with respect to ashes.—A. Eastern No. 4 had a lot of ash scattered over the bank and through the bank. That was why we questioned if anyone could work that. That was one objection the Lehigh Valley Coal Co. always found. When they took into the breaker the ashes it could not be separated from the coal.

Q. It is harder to separate ashes than other material from coal?—A. It is one of the hardest things to take from coal.

Mr. WORTHINGTON. That is all.

Cross-examination:

Q. (By Mr. Manager WEBB.) How long have you been associated with the Girard estate?—A. Ten years.

Q. Have you ever been associated with the Erie Railroad Co., or the Lehigh Valley, or the Philadelphia & Reading?—A. I formerly worked for the Lehigh Valley Coal Co. before I worked for the Girard estate.

Q. Immediately before?—A. Immediately.

Q. Col. James Archbald is a nephew of Judge Archbald, is he not?—A. Yes, sir.

Q. And he knew all about this bank that you now know?—A. Yes, sir.

Q. No. 3 and No. 4?—A. Yes, sir.

Q. Which the Lehigh Valley people consented to let Judge Archbald have. He knew all that you knew about it?—A. I would not say that he was as thoroughly familiar with it, because he did not get over the ground as often as I did.

Q. Did he not make this report?—A. Yes, sir.

Q. And filed it with the Girard estate, showing that eastern Packer No. 4 had 48,000 tons of coal in it?

The PRESIDING OFFICER. As that report is a matter of evidence, the Chair suggests that it is a waste of time to go into it.

Mr. Manager WEBB. I am going to be very brief, I assure you, but I want to show by this witness that Maj. Archbald had as much knowledge about this matter as the witness had himself, and I am only asking questions along that line. [To the witness:] You say this rock bank extends around eastern Packer No. 4—

The WITNESS. Packer 3.

Q. I understood you to point it out on the map. There is a rock fill or a rock ridge being made by the railroad company around Packer No. 4 eastern. Is that right?—A. Excuse me, I thought you referred to the rock dump that I said was around No. 3. That is a new one they are making now. That is right.

Q. I am referring to the quantity of rock you spoke of around eastern No. 4.—A. That is right.

Q. You spoke of a rock bank or fill which would make it impossible for anybody to work that bank No. 4 except the Lehigh people.—A. I do not know whether that is exactly right. The only thing we asked them not to do was not to dump over on the bank and cover it up.

Q. I ask you if they continue making that ridge around there will it not make it practically impossible for anybody to work No. 4, the eastern bank, except the Lehigh Valley people?—A. No; it would not, because the same access to the bank that the Lehigh Valley people would have any person else would have that would want to work it.

Q. Then it can be worked by any person, notwithstanding this rock bank? Is that it?—A. It certainly can be.

Q. Then this rock bank does not affect the value of eastern Packer No. 4, which contains 48,000 tons of coal? Is that right?—A. The new rock bank that is going in there will make it more unhandy to get at, but it will not make it impossible to get at it.

Q. It will make it more unhandy for anybody, but it will not make it impossible?—A. It will not make it impossible; no.

Q. You say there is a rocky ridge or fill extending all around or partially around No. 3?—A. Yes, sir.

Q. When was it put there?—A. Before I went with the Girard estate, but this later part of the bank, when Packer No. 3 colliery was working—in later years they do not work Packer No. 3 colliery; they do not prepare coal at Packer No. 3; they take the coal to Packer No. 4 breaker and prepare it—this was a later bank put out before Packer No. 3 was abandoned, about one or two years previous to my going over there. So that would be about 12 years ago.

Q. What is the size of the rock around Packer No. 3?—A. Some are very large.

Q. What are the sizes?—A. They are all sizes, from a couple of hundred pounds to the size of your fist.

Q. What is the size of the original rock?—A. The size was very bulky.

Q. Well, how high is it from the base to the top?—A. I have not measured the width or the height.

Q. You do not know?—A. No, sir.

Q. Can you say, or is it right, that you do not know what it contains, how high it is, or whether it extends all around the base of Packer No. 3?—A. All around the east, south, and southwest sides.

Q. That rock was put there, then, after the dump was made, was it?—A. It was put there after the good dirt was put there. The good dirt is the older dirt out of the collieries, because at that time they did not dig the coal so thoroughly out. There was no demand for the smaller sizes, and the older the bank, in almost every instance, the better the bank.

Q. How high is this ridge of rock that you speak of with reference to the height of culm bank No. 3?—A. A little higher. In making the new bank they came out over the old bank, and I would say it is from 8 to 10 feet higher than the old bank. It was put very high.

Q. It would be necessary, then, to climb up over the rock bank to get out onto the culm bank? Is that your idea?—A. On one side some of the good dirt is exposed, because it did not reach around to the northwest side, to the east, the south, and the southwest side. You would certainly have to go over the rock bank to get at the good dirt bank.

Q. After you made one breach in the rock wall, you could dig it all, could you not?—A. Not without digging the rock.

Q. I know. But you could dig the rock away from the breach that you made, and then you could move the coal through this breach to your washery?—A. I do not think you could.

Q. Your idea is that you would have to dig all the rock away?—A. You would. The bank is very high, and it would rush in on you. You would not have to dig absolutely all, but nearly all.

Mr. Manager WEBB. I think that is all, Mr. President.

Redirect examination:

Q. (By Mr. WORTHINGTON.) When you speak of rock around the east, south, and southwest sides of No. 3, do you mean that is all rock?—A. Yes; nearly all rock.

Q. Have you included that when you have given your estimate of 44 per cent of coal on the whole business?—A. That was the average of the whole bank.

Q. What is the proportion of this rock part of the dump, then, to what you call the good part?—A. That is a little hard to determine on account of the new rock dump coming over the top of the good dirt bank. We can not tell how much the good dirt would be in that new rock bank. So it is a little hard to determine that.

Mr. WORTHINGTON. That is all.

The PRESIDING OFFICER. Then the witness is finally discharged.

TESTIMONY OF JOHN M. HUMPHREY.

John M. Humphrey, being duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) Mr. Humphrey, what is your full name?—A. John M. Humphrey.

Q. And your residence?—A. Wilkes-Barre, Pa.

Q. What is your business?—A. I am chief mining engineer of the Lehigh Valley Coal Co.

Q. How long have you been the chief mining engineer of the Lehigh Valley Coal Co.?—A. Since June 1 of last year—1912.

Q. Before that time what was your business?—A. I was the division superintendent of the Mahanoy and Shamokin division of the Lehigh Valley Coal Co.

Q. We are concerned here just now about these Packer dumps. Were they within your ballwick before you got your present position?—A. Yes, sir.

Q. You are familiar with Packer dumps?—A. Yes, sir.

Q. How familiar?—A. Very familiar.

Q. Mr. Warriner was your chief, I believe?—A. Yes, sir.

Q. Did you have any occasion at any time within late years to have any talk with Mr. Warriner on the question of what should be done about Packer No. 3 dump?—A. Yes, sir.

Q. When was that?—A. That was a little more than a year ago, I think. It was either in the late fall or early winter of 1911—in November, I think, of 1911.

Q. Did you know anything about applications that had been made for that dump by Madeira, Hill & Co. and by Judge Archbald and some associates of his?—A. Madeira, Hill & Co. never made any application for that dump—for Packer No. 3.

Q. Not to your company?—A. No, sir.

Q. Well, you knew about Judge Archbald's having made application?—A. Yes, sir.

Q. As to the conversation that you had with Mr. Warriner that I am talking about, was that before or after you knew about Judge Archbald's application?—A. That was at the time the matter of leasing the dump had been referred to me by Mr. Warriner.

Q. Now, go on and tell us what you did about it.—A. I made a map and estimated the quantity in the several dumps in the vicinity of our Packer 4 colliery. I then went to Wilkes-Barre, Mr. Warriner's headquarters, with this data, and went over it with him. Shortly after we were together Judge Archbald came in the office, and the Packer No. 3 dump and the Packer No. 4 dump we decided not to lease on account of our working them ourselves at that particular time, but we told the judge that he could have the Packer No. 3 dump—at least, Mr. Warriner told him so.

Q. I know what Mr. Warriner did; we have had him here as a witness; but I should like to know what you did, if anything, about it?—A. Well, what I did was to advise Mr. Warriner as to the character of these dumps and as to their worth to us.

Q. Well, what information did you give him?—A. The packer No. 4 dump we were working and putting through our breaker at that time, and it was my advice not to lease that dump or the Packer No. 2 dump. I advised the leasing of Packer No. 3 on account of its inferior quality and its location, it being located at such a point that we could not take it through our breaker economically for two reasons; one, on account of the distance from the breaker, and, another, we were putting a large rock bank between the breaker and this dump.

Mr. WORTHINGTON. I wish you would speak a little louder.

The WITNESS. The No. 2 dump and No. 4 dump were both removed from the discussion, leaving only the No. 3 dump, and the reason for that was because No. 3 dump was of no value to us, or at least we considered it so, it being too far from our opera-

tion, for one thing, to make it economical to rework, and, another, we were putting a large rock bank between our operation and the dump that would make it very expensive for us to remove that dump to the breaker.

Q. Did you give that advice to Mr. Warriner while Judge Archbald was there or before or after he was there?—A. I gave it to Mr. Warriner before the judge came in.

Q. Did you participate in the conversation after the judge got there?—A. Yes, sir.

Q. Well, go on and tell what took place then.—A. The banks were generally discussed—the three banks, the No. 2 bank, the No. 4 bank, and the No. 3 bank.

Q. Had you before you the application that Judge Archbald and his associates had made?—A. That was the first I knew of Judge Archbald's application—meeting him in Mr. Warriner's office.

Q. Did you know that there was any No. 4 in that application or any No. 2?—A. No; I did not know that at that time.

Q. Not at that time?—A. That the judge wanted the bank there.

Q. Very well. You advised Mr. Warriner, from your knowledge of the business, that it would be to the interest of the company to let Judge Archbald have No. 3, did you?—A. Yes, sir.

Q. Excuse me for the question, but I want to know whether you made that honestly and with any thought but the best interests of the Lehigh Valley Coal Co. in mind?—A. Certainly I made it with that idea only; that was my only idea.

Q. Now, I wish you would tell us a little more about why you gave Mr. Warriner that advice about No. 3. What kind of a dump was it? Tell us about it.—A. The No. 3 dump had been originally a coal dump; that is, the smaller sizes of coal from the old Packer No. 3 breaker. Afterwards they had dumped rock on this same coal dump, making it very much less valuable as a washery proposition than it would have been had the rock not been dumped there, and consequently there was a very much less percentage of coal in the dump than there was in either of our other dumps. In addition to that, the location of the dump made it a much more expensive proposition for us; and the rock bank I mentioned, which we were dumping between our breaker and the dump, would almost make it impossible for us to get the dump to the breaker.

Q. Now, in your judgment, at the time Judge Archbald was there and that application on his behalf was being made, could Packer No. 3 dump have been worked with any profit by the Lehigh Valley Coal Co., paying the current royalty to the Girard estate?—A. No, sir; it could not have been.

Q. Could anybody do it from that time to this, so far as you know?—A. No, sir.

Q. You have seen the map, have you not, of these dumps?—A. Yes, sir.

Q. Upon which there is a letter "B," which, it has been stated, indicates where a certain hole was. Do you know about that?—A. I can not see the letter "B" from here, but—

Q. On the map it is located between eastern No. 4 and Packer No. 3. Is that where it is?—A. Yes, sir; there is a hole there.

Q. Very well; tell us what you know about that hole.—A. We drove a hole out there about 1893.

Q. 1893?—A. I should say about 1903, and prepared a small portion of the small No. 4 Packer—

Q. "Eastern No. 4," we call it.—A. Eastern No. 4, and during the years from 1904 to 1907 it was worked intermittently, and we put through about a thousand cars altogether. That is a thousand mine cars, which contain about 3 tons each. That would be about 3,000 tons of this bank we put through the breaker.

Q. Why did you not take more?—A. The reason we did not take more was on account of the quality of the bank. The bank contained a lot of flat slate, which is very difficult of separation; it is very hard to remove from the coal.

Mr. WORTHINGTON. That is all.

The PRESIDING OFFICER. Are there any further questions for the witness? If not, he may retire.

Mr. HITCHCOCK. Mr. President, I desire to submit a question.

The PRESIDING OFFICER. The Senator from Nebraska presents a question which he desires to have propounded to the witness. The Secretary will read the question.

The Secretary read as follows:

Q. What reason was there why your company should let Judge Archbald buy or lease one of its coal dumps?

A. I do not know of any reason why they should let Judge Archbald buy or lease one of their coal dumps any more than any other business man.

The PRESIDING OFFICER. Are there any further questions of the witness.

Mr. Manager STERLING. Just one question, Mr. President. [To the witness:] What was the general policy of your company with reference to leasing or selling dumps? Had you at any time before that leased or sold dumps?—A. I can not recall any in my division.

Q. Well, you know there were none, do you not, and you know there were none in any division, do you not?—A. No; I do not know that, sir.

Q. You do not know that they did lease any?—A. No; I do not know that they did lease any.

Mr. Manager STERLING. That is all.

Redirect examination:

Q. (By Mr. WORTHINGTON.) What had Judge Archbald's connection with the matter to do with your recommending that the Lehigh Valley Coal Co. should allow it to be leased?—A. I did not know that Judge Archbald was the applicant for this dump when I made my recommendation.

Q. You made your recommendation before you knew who was making the application, did you?—A. Exactly.

Q. You were personally in charge of these matters under Mr. Warriner at that time?—A. Yes, sir.

Recross-examination:

Q. (By Mr. Manager STERLING.) Mr. Warriner knew who the applicant was, did he not?—A. I think he did, as I read his testimony.

Q. He is the gentleman in authority with reference to the leasing of these dumps?—A. Yes, sir.

Mr. Manager STERLING. That is all.

Mr. WORTHINGTON. That is all.

The PRESIDING OFFICER. The witness may retire, and is excused.

TESTIMONY OF JOHN W. BERRY.

John W. Berry, having been duly sworn, was examined and testified as follows:

Q. (By Mr. SIMPSON.) Mr. Berry, you are secretary and treasurer of the Lacoe & Shiffer Coal Co., are you not?—A. I am.

Q. And have been how long?—A. Six or eight years.

Q. Do you know the old gravity fill which was leased by that company to Frederick Warnke?—A. Yes, sir.

Q. Who owned that fill?—A. The Lacoe & Shiffer Coal Co.

Q. Who owned the land upon which it was situated?—A. The Lacoe & Shiffer Coal Co.

Q. With whom did you have negotiations in relation to the leasing of it by the Lacoe & Shiffer Coal Co. to Mr. Warnke?—A. Well, they started with Judge Archbald, and finally we made a sale to Frederick Warnke.

Mr. Manager STERLING. Mr. President, I did not hear the answer to that question myself, and I should like to have it read.

The PRESIDING OFFICER. The witness will speak louder, so that he can be heard over the entire Chamber.

The WITNESS. The negotiations started with Judge Archbald and ended with the sale to Frederick Warnke and his business associates.

Q. (By Mr. SIMPSON.) Who made the proposition to the Lacoe & Shiffer Coal Co., which was accepted, to sell it to Mr. Warnke and his associates?—A. The final proposition was made by Judge Archbald.

Q. I show you certain correspondence. Will you kindly look at it and see if that is a copy of the letters written by you in relation to the matter?—A. (After examining papers.) Yes; this is the correspondence that started away back in regard to an option that ran out on August 1.

Mr. SIMPSON (to the managers). Cross-examine, gentlemen.

Mr. Manager DAVIS. Give us a moment to read the correspondence, if you please.

Q. (By Mr. Manager DAVIS.) These letters that have been shown you are the only contract or option that was ever given by you to Judge Archbald?—A. That is all.

Q. And such rights as he had under that option?—A. Well, there was one on December 2. I offered it to him for \$6,000 for 10 days; that was by telephone.

Q. Your initial option to him was given, as demonstrated by this correspondence, on the 27th of April, 1911, and by successive extensions until its expiration, August 1?—A. That is right. It expired on August 1.

Q. After that time did he hold any formal option from you on the property at all?—A. Only the verbal option given by telephone on December 2 for 10 days.

Q. For what time?—A. For 10 days.

Q. And that was never renewed?—A. No, sir.

Q. So that at the time the deal was made to Frederick Warnke Judge Archbald held no option whatever from your company?—A. There was no option at that time.

Mr. Manager WEBB (to Mr. Simpson). Do you desire to have the letters read?

Mr. SIMPSON. Yes; we might as well have them read. I offer the letters in evidence, Mr. President, and ask to have them read.

The PRESIDING OFFICER. The Secretary will read as requested.

The Secretary read the letters, marked "U. S. S. Exhibit CC," as follows:

[U. S. S. Exhibit CC.]

PITTSBURGH, PA., April 22, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

DEAR SIR: Your letter of yesterday, inquiring about the old gravity fill, received.

Yes; we will sell the coal in the same for cash. I expect to be in Scranton Monday and will try to see you for a few minutes.

Yours, truly,

JOHN W. BERRY.

PITTSBURGH, PA., April 27, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

MY DEAR SIR: Your letter of April 26 received, and in accordance with your request we hereby offer you the coal in the old gravity fill between planes 4 and 5 for \$7,500 cash, and will allow two years for its removal. This option to end in two weeks from the date hereof.

I shall be glad if you will let me know as soon as convenient. Two other parties have made application for the fill since I talked with you last Monday, and are awaiting your decision.

Yours, truly,

JOHN W. BERRY,

Secretary and Treasurer the Lacoe & Shiffer Coal Co.

PITTSBURGH, PA., May 11, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

MY DEAR JUDGE: I have your letter of May 10, 1911, requesting an extension of the option given to you under date of April 27, 1911.

You state the necessity of going to Washington, etc. Your request is agreed to. It would be better, however, for us to fix a time when the option expires, and we hereby extend the option to June 1, 1911.

Yours, truly,

THE LACOE & SHIFFER COAL CO.,
JOHN W. BERRY, Secretary.

PITTSBURGH, PA., May 25, 1911.

Hon. R. W. ARCHBOLD, Washington, D. C.

MY DEAR JUDGE: Your letter of May 23 received, and in accordance with your request we again extend the time of the option on the old gravity fill to June 15, 1911.

We own for a distance of 400 or 500 feet west of the fill and will agree to your floating the refuse into the marsh on the west side and to use such surface land as may be necessary for a washery.

Yours, truly,

THE LACOE & SHIFFER COAL CO.,
JOHN W. BERRY, Secretary.

PITTSBURGH, PA., June 17, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

DEAR JUDGE ARCHBOLD: I have your letter of June 16. You need more time, and we hereby extend the option to July 1, 1911.

Yours, truly,

THE LACOE & SHIFFER COAL CO.,
JOHN W. BERRY, Secretary.

PITTSBURGH, PA., July 5, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

DEAR JUDGE ARCHBOLD: Your letter of July 1 received. We hereby extend the option on the old gravity fill until August 1, 1911.

Yours, truly,

THE LACOE & SHIFFER COAL CO.,
JOHN W. BERRY, Secretary.

PITTSBURGH, PA., December 16, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

DEAR JUDGE ARCHBOLD: Your letter of December 12, 1911, received. I can not answer your letter for a few days for this reason: When you telephoned me on the 2d of the month I offered it to you for \$6,000 cash, giving you 10 days. Two or three days after I gave another option at a higher price, to commence at the expiration of your option in case you did not accept the offer within the 10 days. I will know by the latter part of next week whether this party takes it or not.

Yours, truly,

JOHN W. BERRY.

PITTSBURGH, PA., December 23, 1911.

Hon. R. W. ARCHBOLD, Scranton, Pa.

DEAR JUDGE ARCHBOLD: Your letters of December 18 and 21 received. I have postponed answering your letter of December 18, hoping to have a definite answer to give you. In case I do not get a definite answer by Tuesday morning I will probably see you in Scranton. However, at the low price I gave you we must have cash.

Yours, truly,

JOHN W. BERRY.

Q. (By Mr. Manager DAVIS.) Mr. Berry, have you the letters from Judge Archbald to which these are the replies?—A. Two I sent to Mr. Manager CLAYTON. The others were thrown into the waste basket, when they became of no use, long before this investigation started.

Q. What other letters were thrown into the waste basket?—A. Well, the letters that I received from him except those which I sent to Mr. Manager CLAYTON. Letters dated December 27,

1911, and February 21, 1912, were the two which I sent to Mr. Manager CLAYTON.

Q. You have in your possession no other letters from Judge Archbald?—A. I have no other letters. They were destroyed when they became of no use after that option expired.

Q. So that you have no letters from him in your files at all at this time?—A. Not at this time. Two original ones I sent to you at the time of the examination before the Judiciary Committee.

Mr. SIMPSON. Will you kindly produce those two letters, gentlemen?

Q. (By Mr. Manager DAVIS.) What is the date when you destroyed those letters?—A. The date of what?

Q. What is the date when you destroyed that correspondence?—A. Oh, it was away back in the summer some time, after August 1.

Q. What year?—A. 1911. Just about that time, I guess.

Q. How did these escape at that time?—A. I do not know. I happened to have them when you wanted them, and so I sent you all I had.

Q. What I am trying to get at is whether there was any reason why you saved some of the letters rather than others.—A. No; there was not. They just happened to lie on my desk there, what remained. The others were destroyed in clearing the desk, some time in August, I guess—August or September.

Redirect examination:

Q. (By Mr. SIMPSON.) Are these the two letters you sent to the Judiciary Committee [exhibiting]?—A. (After examination.) They are.

Mr. SIMPSON. I offer these letters in evidence, and ask the Secretary to read them.

The Secretary read as follows:

[U. S. S. Exhibit DD.]

SCRANTON, PA., December 27, 1911.

MY DEAR MR. BERRY: I have just seen the party here to whom I was going to turn over the old Gravity Fill at the price which you named. He is not able, however, to make a cash payment for the whole \$6,000, the price at which you put it, and if that is essential he will have to give it up. He wishes me to say, however, that if at any time you wish to consider the offer which he made—that is to say, \$2,000 cash and the balance in notes, payable at the rate of 20 cents a ton as the material is removed—he will be willing to go into it at any time.

Yours, very truly,

R. W. ARCHBOLD.

(United States Commerce Court, Washington.)

SCRANTON, PA., February 21, 1912.

MY DEAR MR. BERRY: If you have not disposed of the old Gravity Fill, the party here who has been interested in it wishes me to make you another proposition. He will pay you \$7,000, provided you will take \$2,000 cash and the other \$5,000 at the rate of 20 cents a ton for each ton of material removed. This will give you \$1,000 more than the \$6,000 cash for which you offered to sell, and you would be entirely secure for the balance above the down payment.

Trusting that this will appeal to you,

Yours, very truly,

R. W. ARCHBOLD.

Q. (By Mr. SIMPSON.) Mr. Berry, did anyone besides Judge Archbald bring the purchasers and sellers together in that matter?—A. No one else.

Q. There is another question, which I overlooked asking you before. Will you tell us, please, what rights, if any, the Delaware & Hudson Co. have over the surface of that ground?—A. No rights.

Mr. SIMPSON. That is all.

The PRESIDING OFFICER. Are there any further questions?

Cross-examination:

Q. (By Mr. Manager DAVIS.) Does the Delaware & Hudson own any land adjoining this fill?—A. I do not know. I think it is what is called the East Side Bondholders, of which Capt. May is one of the trustees.

Q. Is that an adjunct of the Delaware & Hudson?—A. No; I think not. The East Side Bondholders hold some bonds. I think the mortgage was foreclosed and the property got into the hands of the bondholders.

Q. Has it any connection with the Pennsylvania Coal Co.?—A. I think not.

Q. You closed this transaction with Mr. Warnke in person, did you not?—A. I did; with him and his business associates.

Q. Who are his business associates?—A. Mr. Schlager and Mr. Kiser.

Q. Swingle?—A. Swingle; yes.

Q. They came to your office in person for that purpose, did they not?—A. Yes; they did.

Q. And the final negotiations were conducted between you without the interposition of Judge Archbald?—A. Yes; with one exception. We met once at Judge Archbald's office, after I had made the first draft of the contract and read it over there.

Q. What was the purpose of that meeting in Judge Archbald's office?—A. I do not know. They lived in Scranton and I lived

in Pittston, and I frequently go to Scranton, and I think it was probably through my suggestion that we met there, having no other place to meet.

Q. What was the date of that conference?—A. I do not know. It was between February 26 and March 7. On March 7 the contract was signed in my office in Pittston.

Q. In 1911?—A. In 1912 it was signed.

Q. Your ownership or the ownership of the Lacoe & Shiffer Co. of this dump was open and notorious, was it not?—A. Oh, yes.

Q. And there was never any question as to who the parties were with whom negotiations had to be had in order to purchase it?—A. Not the slightest.

Q. And your relation to the Lacoe & Shiffer Coal Co. was equally notorious?—A. Yes.

Redirect examination:

Q. (By Mr. SIMPSON.) These East Side bondholders, so called, were a bondholders' committee of bonds on a defunct coal company, were they not?—A. I think so. I do not know enough about it to give you the details, but they are always spoken of as the East Side bondholders.

Mr. SIMPSON. That is all.

The PRESIDING OFFICER. The witness may retire and be excused.

Mr. WORTHINGTON. Call Mr. Holden.

TESTIMONY OF CHARLES P. HOLDEN.

Charles P. Holden, being duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) Where do you live?—A. Boston, Mass.

Q. What is your business?—A. Manufacturer of machinery.

Q. Have you at any time had any relation with what is known as the Katydid culm dump near Moosic, Pa.?—A. I have, sir.

Q. Just in what way? Will you tell us briefly how you are concerned in that property?—A. In the latter part of 1911—December, I think—I was in the office of the Laurel line, so-called.

Q. In Scranton?—A. And I saw Mr. Conn. Mr. Conn informed me that they were about to buy a culm dump on 46. Forty-six being a lot that my wife had an interest in, he asked me if I knew anything about it. I said, "Forty-six belongs to the Everhart estate in part."

Q. The Everhart estate?—A. The Everhart estate, of which my wife is a member, her interest being very small, a one-twenty—well, I have forgotten exactly what it is, but it is very small.

I then told him I thought he would make a mistake to buy something that belonged to somebody else. He told me he would drop it.

Q. What did you say was the date of that conversation?—A. In December, 1911. Two or three days after that I went to my attorney, Walter S. Bevan—

Q. In Scranton?—A. In Scranton, and instructed him to see the Brooke people at Birdsboro, Pa.

Q. Who were they?—A. The E. & G. Brooke Co., the owners of a one-fourth full interest in this particular property. He did so. I sent him there to ask if he could get an option for me, so as to protect Mrs. Holden's interest and the collateral interests. He wrote me under date of December 11 that they were willing under certain conditions to grant me that option.

Q. Have you that letter?—A. I have that letter here.

Q. Have you any objection to letting us use it here?—A. It is a private letter, and I do not care to show it unless I have to do so. I think I have it here. I have no objection to showing the letter to the committee. I do not want to show it unless I have to.

Q. You have no objection to showing it to me, in the first place, and to the managers?—A. Not at all, sir.

Mr. WORTHINGTON. I have seen it before.

(The letter was produced and examined by the managers.)

Mr. WORTHINGTON. Mr. Holden, I feel obliged to offer this letter in evidence. It would do no good for counsel and the managers to see it unless the Senators, who have to pass judgment on this case finally, see it. I therefore ask that it be marked as an exhibit and read from the desk.

The Secretary read as follows:

[U. S. S. Exhibit EE.]

(Walter S. Bevan, attorney and counselor, Scranton, Pa.)

SCRANTON, PA., December 11, 1911.

Mr. CHARLES P. HOLDEN,
Prince George Hotel, New York, N. Y.

DEAR MR. HOLDEN: I have just returned from Reading, where I interviewed the Brooke people. While they refused to sign an option to-day, they assured me that they would not give anybody an option until they heard again from me, and I promised to write them Thursday or Friday of this week.

Before signing an option they desired to have a few days to look into their interests there, as they were not familiar with the extent of it. I promised to communicate with them and give them some definite information, and I would therefore request you to answer the following questions, which they put up to me: How much are you willing to pay for an option? For what period of time do you desire the option? What is your proposition as to the purchase of their interest, either outright or upon a royalty basis? If upon a royalty basis, name the sizes and the prices for each size? What is the extent of the tract?

I found them to be very decent people to deal with, and I am sure that if we propose any reasonable terms, that I can secure the option this week. Answer this communication immediately. The gentlemen interested in this land company will be out of town until Thursday or Friday, so that will give us ample opportunity to communicate with them.

Any other data that you think would be useful in my communication to them kindly give to me.

Very truly, yours,

WALTER S. BEVAN.

Q. (By Mr. WORTHINGTON.) Now, will you go on with the story?—A. After receiving that letter I went with Mr. Bevan to Birdsboro and had an interview with the Brooke people. They did not know what to say about the property. I told them there had been an offer made—

Q. I do not care for the details of that conversation. If it resulted in anything I would like to know what the result was.—A. I wanted to bring out that I told them at that time that I understood the Laurel line had offered somewhere like \$25,000 for the property to start with. Then Mr. Brooke said he would go with me to see the property. He did go. He went over the property. He did not have it examined at that time, but paced it off. It resulted in my getting an option—it resulted in my buying that interest from the Brooke people.

Q. For how much?—A. I do not care to say; I do not think I ought to say. It is an entirely private matter, and unless I have to do so I do not want to say.

Q. When did you buy their interest?—A. Some time in the summer of 1912.

Q. That was last summer?—A. Yes. That is, I completed the thing. The option was given to me right after this time in December.

Q. When did you get the option?—A. The 17th of January, 1912, I think.

Q. Anyhow, it was before April, 1912?—A. It was the 17th of January, 1912.

Q. It was before April, 1912?—A. Yes.

Q. That is what I want to lead up to. Go ahead and tell what happened about this matter that brought you finally to Capt. May's office.—A. Having obtained that option, I again saw Mr. Conn on some business of my own, looking to getting a railroad rate on other property.

Q. Something else entirely?—A. Yes, sir. That was my object in seeing Mr. Conn. Mr. Conn told me that the matter had been dropped so far as the Katydid was concerned, and so I supposed the whole thing was dropped, so far as Judge Archbald was concerned or anybody else.

Q. When you say the whole thing was dropped what do you mean?—A. The Katydid.

Q. Dropped by whom?—A. By the Laurel line.

Q. That the Laurel line would not buy it?—A. That the Laurel line would not buy it. I assumed that nobody would buy it, because it seemed to be common news, and everybody in Scranton at that time knew where the ownership lay. It so happened I was in Scranton several times from January until April. This particular day—the 11th day of April—happened to be my birthday. I called at Capt. May's office on business connected with this Everhart estate.

Q. Excuse me, you say the 11th of April. What year?—A. 1912. I went to see Capt. May about lots 20 and 21, which the Everhart estate owned, and from which they mined coal, and also lot 26, of which my wife owns a quarter interest. As I was about to leave Mr. May's office he turned to me and said, "By the way, I have sold the Katydid property." I said, "What do you mean?" He said, "I have sold it; I have sold it to one Bradley."

Q. One Bradley?—A. One Bradley. Said I, "Capt. May, you are taking a great chance. By the way," said I, "I notify you right here not to sell that property. It belongs to Mrs. Holden as far as her interest is concerned, and I have an option on a quarter interest." The property was owned by the Brooke people, one full quarter interest; the Everhart estate, one quarter; and the Hillside Coal & Iron Co., one-half interest. The culm dump was an undivided interest and could not be sold in part; the Erie could not sell it; it had to be sold as a whole. Consequently my notice to Capt. May was that the property could not be sold unless it was sold in its entirety.

I left Scranton on the 12:40 train. A half hour before I left I called up Mr. Heckle, who was the administrator on behalf of part of the Everhart estate. I asked him, on behalf

of his people, to notify Mr. May. I sent for my lawyer to come to the Delaware, Lackawanna & Western Railroad and asked him to notify Capt. May in writing. I left Scranton on the 12.40 train. I arrived in New York at 4.40, I think.

Q. What, 12.40 in the day?—A. The 11th of April.

Q. The middle of the day, or the night?—A. 12.40 p. m. I arrived in New York at 4.40, I think. As I was about to take the train for Boston, which left at midnight, it occurred to me I had better send Capt. May a written notice for myself. I then went across the street to the Grand Union Hotel and sent him the notice, which appears in the record.

Mr. WORTHINGTON. It is in evidence.

The WITNESS. On my arrival in Boston I went to the office of Mr. Saltonstall, of the firm of Gaston, Snow & Saltonstall, who represented John Everhart's widow, and got him to notify Mr. May. On my next trip to Philadelphia I saw Mr. Taylor, the husband of Mrs. Holden's sister, and got him to notify Mr. May.

Q. Do you happen to know whether Mr. Taylor is in this country now?—A. Mr. Taylor is in Europe. That was the result of my efforts to notify Capt. May not to sell this undivided interest. He pretended to say he could sell whatever interest he had. So he could; but he could not sell that bank, because it was an undivided interest.

Q. You mean now that that is what you told him?—A. That is what I told him; the Katydid bank, or any bank up there on that property.

Q. I want to ask you, at the time you had that conversation with Capt. May on the 11th of April last and at the time you spoke to Mr. Bevan and Mr. Heckle and Saltonstall, what knowledge or suspicion you had, if any, of any connection of Judge Archbald in that matter?—A. I never heard of it, sir.

Q. What knowledge or suspicion had you at any time of any investigation that was impending in reference to Judge Archbald's connection with the Katydid or anything else?—A. Not in the slightest degree. I never heard of it.

Q. Had you any reason, except what you have stated, for giving or having those notices given?—A. No, sir.

Q. Do you happen to know anything about the sale by the Hillside Coal & Iron Co. or the leasing by the Hillside Coal & Iron Co. of any other dump about this time?—A. I do not.

Q. Well, some time before. When I say about this time I mean within two or three years.—A. Oh, I bought part of an interest myself of the Hillside.

Q. On what dump is that?—A. That is on lot 38.

Q. What dump is that?—A. It is known as the Florence dump.

Q. Did you buy it from Capt. May individually?—A. From the Hillside Coal & Iron Co.

Q. Do you mean from Capt. May individually or the company?—A. No; through Capt. May as the vice president of the Hillside Coal & Iron Co.

Q. Where is that dump situated?—A. That is situated in Pittston, on lot 38; in Pittston Township, or in a town called Dupont, Pa., Luzerne County.

Q. How does that dump compare in size with the Katydid?—A. There is no comparison.

Q. Do you mean that the Katydid is much larger?—A. The Katydid is so much smaller and so much poorer.

Q. Do you know of any reason why the Florence was disposed of? Was there any special reason for selling that dump specifically?—A. For the same reason I suppose that inspired him to sell this one—the undivided interest.

Q. That was another case of an undivided interest?—A. Yes. By the way I might say there I had part of the leases from the other owners of this Florence dump, and that may have influenced Capt. May, because I had them, to sell that interest.

Q. Do you mean to say that the Hillside Coal & Iron Co. had interests and that you owned interest?—A. Yes, sir; absolutely.

Q. And Mr. May sold to you?—A. Yes, sir.

Q. That is, his company did?—A. His company did, the Hillside Coal & Iron Co. That was three years ago, long before anything happened as to this matter.

Q. I understand. Mr. Holden, I beg your pardon, but I want to ask you whether or not, when you had that conversation with Capt. May on the 11th of May last, when you gave him this warning, you received any intimation or tip from him that he would like to have you raise such objection?

Mr. Manager STERLING. We object. They have been all over that.

The WITNESS. I think I have already said that. I will answer it again if I am allowed to.

The PRESIDING OFFICER. The Chair would suggest that it is not only in the interest of time, but in the interest of not

having an unnecessarily cumbersome record, that the same thing should not be proved twice, unless it is challenged.

Mr. WORTHINGTON. I was then using the same expression that has been used by the managers in the examination of other witnesses. I withdraw it.

Mr. Manager STERLING. I object to that statement. There was no intimation that this witness—

Mr. WORTHINGTON. No; the intimation was that Capt. May had given him the tip to make the objection.

Mr. Manager STERLING. No; it was simply a statement by me that Capt. May had given him the tip, so that he would object.

Cross-examination:

Q. (By Mr. Manager STERLING.) Are you a lawyer?—A. No.

Q. What is your business?—A. Manufacturer of machinery.

Q. Where is your home?—A. Pittston.

Q. And you or your wife had an interest in the Katydid culm dump?—A. I have an interest in lot 46.

Q. Well, you claim on that basis an interest in this culm, did you not?—A. Yes.

Q. About a one twenty-fourth part?—A. That is right.

Q. And Mr. Bevan is your lawyer?—A. He was my lawyer in that particular matter.

Q. You gave Capt. May notice personally on the morning of the 11th?—A. Yes.

Q. At his office?—A. In his office.

Q. Who first mentioned the matter of selling the Katydid culm dump?—A. Mr. Conn, the vice president of the—

Q. No; at this meeting on April 11.—A. I have testified that Capt. May spoke to me as I was about to leave the office.

Q. So he first suggested to you that they were selling the culm dump?—A. Yes.

Q. He knew that your wife was interested in it, did he not?—A. I presume he did; I do not know.

Q. He knew that the Everharts had a claim there for royalty?—A. I do not know whether he knew it or not.

Q. Did he not call your attention to the contract which he had made out and which was on his table at that time?—A. He did, sir.

Q. And did not the contract itself provide that the purchaser should pay royalty to the Everhart estate?—A. This contract he read to me? It did not.

Q. How is that?—A. It did not.

Q. The contract that was made out to Mr. Williams that was to be delivered to Bradley. Do you say that that did not have a provision in it to pay royalty to the Everhart estate?—A. I will qualify that. Mr. May read some of that document to me, but not the whole of it. I never saw anything in it that related to the Everharts.

Q. Anyhow, the contract was there and you saw at least a part of it?—A. I did not see it.

Q. You heard him read a part of it?—A. Yes.

Q. And it was after you were there and after you notified him not to sell it that he sent the contract to Mr. Bradley?—A. I do not know anything about that.

Q. Did you know or did you learn afterwards that on the same day he sent it to Bradley and did not recall it until the next day after that?—A. I did not, sir.

Q. You did not know that?—A. No, sir.

Q. Did you notify Capt. May not to sell the Hillside interest?—A. No, sir.

Q. You simply notified him not to sell your interest or your wife's interest?—A. Yes, sir.

Q. Do you know whether or not he was seeking to sell your wife's interest?—A. I do not.

Q. Did he not read that part of the contract that indicated that he was simply selling the interest of the Hillside Coal & Iron Co.?—A. He was selling his interest, as I understood it, and assuming to work with Robertson & Law, who claimed another part of the interest, to sell it together. That is the impression I got.

Q. Robertson & Law were not mentioned in this contract?—A. Robertson & Law were mentioned in that contract, if my memory serves me.

Q. Were they mentioned as parties to the contract?—A. If my memory serves me—I do not know; I paid little attention to it.

Q. Anyhow, the contract did not purport to be a guaranty of title or anything of that kind?—A. I do not know anything about that, sir. I did not take much interest in it.

Q. And you were not seeking to prevent the Hillside Coal & Iron Co. from selling their interest in the dump?—A. I was seeking nothing except to protect my wife's and my own interest.

Q. You conceded that they had a perfect right to sell their interest in the dump to Judge Archbald.—A. I conceded nothing; I did not know anything about it. I did not have any objection to it, and I could not have any objection to it.

Q. After you left the office you immediately notified Mr. Heckle?—A. Yes, sir.

Q. He is administrator of the Everhart estate?—A. Of a part of the Everhart estate.

Q. And you also notified your attorney, Mr. Bevan?—A. Yes.

Q. And they both wrote notices to Mr. May?—A. Yes.

Q. So the notice from you and the notice from Bevan and the notice from Heckle all related to the interest of the Everhart estate, the interest of which was provided for in the notice itself. Is not that true?—A. I did not see the contract.

Q. Who is Mr. Saltonstall, who sent a notice also?—A. He is a member of the firm of Gaston, Snow & Saltonstall, guardian of the minor children of John F. Everhart. John F. Everhart was one of the children of John T. Everhart, who died.

Q. He had an interest through the Everhart estate?—A. He did, sir.

Q. So every one of these notices came from persons who were interested directly or indirectly in the Everhart estate?—A. That is right.

Q. About whose interest Capt. May knew perfectly well and had provided for in this contract. Now—

Mr. WORTHINGTON. Is that a statement or a question? I object to the statement.

The PRESIDING OFFICER. The Chair understands it to be a question.

Mr. WORTHINGTON. The witness has not answered.

The PRESIDING OFFICER. The witness can negative it if he does not agree to it.

The WITNESS. I have no knowledge of its truth. I do not know anything about it.

Q. (By Mr. Manager STERLING.) You do have knowledge of the fact that all four of those persons who gave notices were interested in the matter through the Everhart estate?—A. That is right, sir.

Q. The contract speaks for itself. Do you know any other reason why Capt. May withdrew this contract from Bradley?—A. I do not, sir. Neither have I had any word from Capt. May since the 11th day of April about the subject.

Q. From your knowledge of the situation and your knowledge of the transaction did you personally see any reason why Capt. May should withdraw the contract because of these notices?—A. I certainly do.

Q. What is it?—A. He would get into great trouble if he made that contract.

Q. How get into trouble?—A. In many ways.

Q. How?—A. In the first place, he has been operating that property, much to our surprise, without any lease, without any right whatsoever.

Q. Who has?—A. The Hillside Coal & Iron Co. That is one serious thing he would be up against.

Q. Had they operated it all?—A. They operated it for 30 or 40 years.

Q. How did they operate it?—A. How do you mean?

Q. How do you mean?—A. I mean that they put up a breaker there and took the coal out of the ground.

Q. Who did?—A. The Hillside Coal & Iron Co.

Q. Did not Robertson & Law operate it?—A. Robertson did not until some 30 years, and then in the year 1882—I do not know that my dates are right—that portion was pretty well mined. They had leased to Robertson & Law and then Robertson got through, and then the Hillside in turn leased to the Delaware & Hudson Coal Co., who are now operating the property, as I understand the situation. The Hillside Coal & Iron Co. have not any lease whatsoever nor any right to mine the coal on that property.

Q. They own half there, do they not?—A. They own half of it.

Q. That is all they were selling?—A. You did not ask me that. You asked what was the reason, as I understood your question, for selling this coal, and the reason, in my judgment, is this, that when they began to find that we knew, which we did not know prior to this time, that they were operating this property without any lease, not even with a letter which they could show, they were up against something which—

Q. Would that prevent the Hillside Coal & Iron Co. from selling their interest in this dump?

Mr. WORTHINGTON. I submit the witness should be allowed to finish his answer, and not be stopped in the midst of it.

Mr. Manager STERLING. I object to the witness talking about anything except an answer to my question.

The PRESIDING OFFICER. The witness will confine his reply to the question asked, and then he can explain as fully as he desires.

Q. (By Mr. Manager STERLING.) Let me ask this question, so that we may understand each other: What do you mean when you say the Hillside Coal & Iron Co. would get into trouble by selling their half interest in the Katydid culm dump to Judge Archbald or anybody else?—A. I do not think that Judge—

Q. Answer the question.

The PRESIDING OFFICER. Answer the question as asked.

The WITNESS. I mean to say that, because of their having no lease from the Brooke people and from the Everhart people in all these years they have been operating the property, they were fearful—this is my judgment—that an action might be brought showing up the whole transaction for the last 30 or 40 years.

Q. Did they have to have a lease on their own interest in order to sell it?—A. They could not sell it. It was an undivided interest.

Q. Could they not sell an undivided interest?—A. They could sell their right, title, and interest.

Q. That is what they were doing, just as you bought from the Brook Land Co. the right, title, and undivided interest, is it not?—A. Yes, sir.

Q. That is all there is to it?—A. Yes.

Q. You say that the Hillside Coal & Iron Co. sold their interest in the Florence dump?—A. Yes, sir.

Q. And that was undivided?—A. That was undivided.

Q. Did you buy it?—A. Yes, sir.

Q. And they sold it because the title was complicated, did they not?—A. They sold it because the interest had been leased by other people; in other words, I had a portion of the lease myself and controlled it. I bought simply their right, title, and interest in that particular interest.

Q. And they sold their interest in the Florence dump?—A. That is right.

Q. And they refused to sell an interest finally in the Katydid dump for the reason that the title was complicated?—A. I do not know what influenced them.

Q. Did Mr. May on the morning of April 11 when you were there read this part of the contract to you—

Mr. WORTHINGTON. On what page?

Mr. aMnager STERLING. On page 146:

Whereas a certain tract of land situated partly in Lackawanna and partly in Luzerne County, known and designated as lot No. 46, of certified Pittston Township, patented to John Bennett March 25, 1849, is owned in the following proportions, to wit: The Hillside Coal & Iron Co., twelve twenty-fourths; E. & G. Brook Land Co., six twenty-fourths; estate of James Everhart, five twenty-fourths; and heirs of John T. Everhart, one twenty-fourth.

Did he read that to you that morning when he showed that contract to you?—A. I think not. He did not read that portion of it. He merely handed the paper down, saying, "I am going to sell to a man named Bradley, and here is the document."

Q. If it was in the contract that May had prepared, it would be pretty good evidence he knew all about these interests?—A. I do not know.

Q. As I read the contract it states the interest correctly, does it not?—A. I think so, sir.

Q. Mr. Holden, after you had given Capt. May verbal notice in such positive language as you stated a moment ago, why did you think it necessary for you still to write a letter to the same effect and also have your attorney, Bevans, write a letter?—A. Simply to emphasize it; that is all. Then I had not notified Robertson & Law, which I did that same night.

Q. All you claimed to do in these notices was to notify them not to sell the Everhart interest?—A. That is right.

Q. You were not pretending to prevent them from selling the Hillside interest?—A. No, sir; no, indeed.

Mr. Manager STERLING. That is all.

Redirect examination:

Q. (By Mr. WORTHINGTON.) You said, Mr. Holden, that the Hillside Coal & Iron Co. was operating that property without a lease. What do you mean, the Katydid, or what?—A. Oh, no; lot 46.

Q. Including the consolidated breaker property?—A. I do not know how far the consolidated breaker goes. It comprises several properties.

Q. They had been mining and selling that whole ledge of coal?—A. They had been mining coal and returning 20 cents a ton for sizes above pea or chestnut; I have forgotten which.

Q. They had been doing it for years without a lease?—A. Yes, sir.

Q. That is what you meant when you said that they were operating without any right?—A. Without any lease. That is right.

Q. Without any right to continue?—A. Yes, sir.

Q. Was there anything, so far as you know, that prevented the Brook people and the Everhart people from stopping them and raising their royalty?—A. Nothing save the diversified interest and the hard work to get a lot of heirs to do anything. That is all.

Q. Mr. Holden, in view of your examination, I feel obliged to ask you to let me have the paper relating to that option which you have and which fixed the price which you paid for it.—A. I think that is a private matter, and I do not know that I can be compelled to state what I paid for that interest.

Mr. Manager STERLING. We object to it as immaterial. It makes no difference what he was to pay the Brook Land Co. for their interest.

Q. (By Mr. WORTHINGTON.) The interest was one-fourth?—A. One-fourth interest.

Q. In the Katydid culm bank?—A. Yes, sir.

Mr. WORTHINGTON. I think we ought to have it, for we have had so much about the value of that property. It appears now that Judge Archbald and Mr. Williams were to pay \$8,000 for the interest of the Hillside Coal & Iron Co. and of Robertson in that dump. We ought to be permitted to show, it seems to me, what was the value of the other interests, so as to have before us what they were getting when they acquired these various interests. It bears on the question of fairness of the Hillside price.

The PRESIDING OFFICER. The Chair thinks that the respondent can show the value of the property which was endeavored to be purchased by Judge Archbald and those with whom he was associated.

Mr. WORTHINGTON. I can conceive of no better way of showing the value than by showing the sale of an interest in it.

The PRESIDING OFFICER. The Chair means the interest that Judge Archbald was seeking to purchase. That, the Chair thinks, the counsel has a right to show as fully as he can in any legitimate way, but as to the value of another interest—

Mr. WORTHINGTON. If we show the value of one one-fourth interest, surely it would show what the value of another fourth interest was.

The PRESIDING OFFICER. Does the respondent propose to prove that as an independent fact?

Mr. WORTHINGTON. I propose to prove that the witness acquired and paid for one-fourth, and what he paid for it.

The PRESIDING OFFICER. In the same dump?

Mr. WORTHINGTON. In the same dump.

The PRESIDING OFFICER. Does the respondent desire to introduce a paper to that effect?

Mr. WORTHINGTON. I would be satisfied with the statement of the witness about it. If he stands on that, I would like to have him produce the paper.

Mr. Manager STERLING. I desire to say, Mr. President, that the sale of the property is not competent evidence to show what its fair market value is. They have gone into the question as to the value of the Katydid culm dump very extensively and it seems to me a great deal more extensively than the issue warranted. We insisted that it was not material at all to the issue what the value was. This will open up the question as to Brook's title, as to whether he had any title or not. The very contract that May submitted, where May knew that Archbald and Williams were to get the Katydid culm dump, provided that the purchaser should pay a royalty to the Everharts just as they had been paying a royalty to the Brook Co. So it is wholly immaterial, not only what these gentlemen agreed to pay for the Brook land interest, but it is immaterial as to what its value is. They have gone into the whole question as to what these gentlemen were selling, and providing in the agreement that the Brook Land Co. should be taken care of by way of royalties.

The PRESIDING OFFICER. The Chair thinks that the question of materiality of evidence is a different one from the question as to its conclusiveness. The counsel still have the opportunity to argue as to whether or not the price offered or paid was conclusive or unimportant evidence as to the value.

Mr. Manager STERLING. I should like to suggest further, if the President will permit me, if evidence with reference to the value is pertinent at all to the issue in article 1 it is pertinent for the purpose of showing Judge Archbald's attitude of mind in purchasing it, as to whether or not he could make money out of the transaction. Inasmuch as he was simply purchasing and May was simply selling the interest of the Hillside

Coal & Iron Co. in this contract which he made to Bradley, it is certainly immaterial as to what the witness agreed to pay to Brook and what the value of Brook's interest was in the estate.

The PRESIDING OFFICER. The Chair thinks that, in view of the fact that the value of the property has been thoroughly gone into and stress has been laid on it, the respondent is entitled to introduce any evidence he can which will throw light on the question as to the true value of this property. It may be evidence which may be shown by argument not to be entitled to much weight, but still it is evidence the Chair would not feel justified in excluding under the circumstances. Therefore, while the Chair does not rule on the question of the admissibility of the particular paper, he does rule to the effect that the fact may be proven as to any sale or offer for sale of any equivalent or partial interest in this property.

Q. (By Mr. WORTHINGTON.) Well, Mr. Holden, what did you pay for that one-fourth interest in the Katydid dump?

The WITNESS. Am I obliged to answer?

The PRESIDING OFFICER. You are.

The WITNESS. \$1,750.

Q. (By Mr. WORTHINGTON.) When?—A. I can not tell you exactly, but some time in the middle of the summer.

Q. In the middle of last summer?—A. Last summer; 1912.

Mr. WORTHINGTON. That is all.

Mr. Manager STERLING. That is all.

The PRESIDING OFFICER. The witness may be retired and be excused.

TESTIMONY OF W. W. RISSINGER—RECALLED.

W. W. Rissinger, having been previously sworn, was recalled and testified further, as follows:

Q. (By Mr. SIMPSON.) Mr. Rissinger, when you were examined as a witness on behalf of the managers you testified that you had paid to Mr. Russell \$2,000 out of the proceeds or discount of a note given by yourself to the order of Mr. Hutchinson and Judge Archbald and indorsed by them. Have you since that testimony endeavored to find the check by which that payment was made?—A. Yes, sir; I found it was paid direct to the owners of the concession, because it had been a discount between the secretary and president of the company. I found we paid it to the owners of the concession direct.

Q. Have you the check with you?—A. (Producing paper.) I have the check from the bank; yes, sir.

Mr. Manager STERLING. Mr. President, I think it is my duty to object for the simple reason that this is wholly immaterial to the issue in the case, and in the interest of time we do object.

Mr. SIMPSON. It was a matter brought out by the managers themselves in the examination of Mr. Rissinger. I propose to offer this check simply to fix the fact as to the actual payment. When we had Mr. Russell on the stand, to whom Mr. Rissinger said he paid the money, under the cross-examination of Mr. STERLING there was a book produced to show that there was no payment made to Mr. Russell, notwithstanding the fact that Mr. Rissinger said he paid it to Mr. Russell. For that reason we have recalled him to produce the check which shows the payment. They themselves brought it out in their examination of this witness.

Mr. Manager STERLING. It does not justify them in sinning because we did. The only thing we drew out or sought to draw out that was material was whether or not any of this money went to Judge Archbald. That was the purpose of our examination.

The PRESIDING OFFICER. The Chair will inquire of the counsel for the respondent in what way the payment or nonpayment of this check illustrates any issue made in this case?

Mr. SIMPSON. The managers themselves have made the issue. Their claim was, and I suppose is, that this note which was given by this witness to the order of Judge Archbald and Mrs. Hutchinson and indorsed by Judge Archbald was a note given in payment of the interest or a portion of the interest in which this witness was interested, and it is the subject matter of the article of impeachment.

Mr. Manager STERLING. Mr. President, we withdraw the objection.

Mr. SIMPSON. Very well.

Mr. Manager STERLING. We can save time by doing it.

Q. (By Mr. SIMPSON.) This is the check which paid a portion of the money?—A. Yes, sir.

Mr. SIMPSON. I offer that check in evidence, Mr. President.

Mr. Manager WEBB. Let it be read first.

Mr. SIMPSON. I hand it to the Secretary and ask that it may be read.

The Secretary read as follows:

[U. S. S. Exhibit FF.]

SCRANTON, PENNSYLVANIA, December 11, 1908.

COUNTY SAVINGS BANK Pay to the order of No. 129
W. W. Rissinger \$2000.00
Two thousand & 00/100 Dollars
W. W. RISSINGER

Perforated:

"PAID
12:10:08"

Stamped on face:

CERTIFIED
for \$ Two thousand &
COUNTY SAVINGS BANK,
L. B. Tyler, Teller.
Cashier.

Indorsed on back:

Pay to Alfred H. Morris, Agt.
W. W. Rissinger
Pay to the order of A. H. & D. H. Morris,
Alfred H. Morris, Agt.
Pay to the order of the Mercantile Trust Co.
A. H. & D. H. Morris
by A. H. Morris

Stamped on back:

Pay to the order of any Bank, Banker or
Trust Co.

Dec 15 1908
Endorsements Guaranteed.
NAT. BANK OF COMMERCE IN N. Y.

PAID
Through Clearing House
Dec 16 1908
THIRD NATIONAL BANK
SCRANTON, PA.

Pay to the order of
NATIONAL BANK OF COMMERCE
IN NEW YORK,
Endorsements Guaranteed.
THE MERCANTILE TRUST CO.

Q. (By Mr. SIMPSON.) Who was Alfred H. Morris, agent?—
A. He was one of the owners of the Honduras concession that
we spoke about.

Cross-examination:

Q. (By Mr. Manager STERLING.) Mr. Rissinger, this \$2,000
check was a part of the money that you got on Judge Arch-
bald's note?—A. Yes, sir.

Q. And that you sent to the promoters of this gold-mining
scheme?—A. Yes, sir; to the owners of the concession.

Q. And \$500 of the money you put in your own pocket?—A. I
used it personally, but Judge Archbald did not get any of it.

Q. The \$500 went to you?—A. Yes, sir.

Mr. Manager STERLING. That is all.

Mr. SIMPSON. That is all.

TESTIMONY OF JOSEPH P. JENNINGS—RECALLED.

Joseph P. Jennings, having been previously sworn, was re-
called and testified further, as follows:

Q. (By Mr. WORTHINGTON.) Since you were upon the
stand have you gone to the Katydid dump and made a sur-
vey?—A. I have.

Q. Have you the result of that survey here?—A. I have.

Q. Please produce it.

(The witness produced a paper, which was handed to the
counsel for the respondent and then to the managers.)

Q. (By Mr. WORTHINGTON.) You have both a map and
a statement?—A. I have, sir.

Mr. WORTHINGTON. I offer both the map and statement
in evidence. This witness, it will be remembered, was put on
the stand, but testified from figures made by a deceased sur-
veyor. His testimony was excluded on that ground. So he
has gone back and made a survey of his own.

Mr. Manager STERLING. We remember it very well, and we
object to the report, because the witness before was questioned
thoroughly as to his competency and he never qualified to make
a survey of this kind. He knew absolutely nothing about how
to make a survey of this kind.

Mr. WORTHINGTON. If the Chair wants to hear from us
on that objection, we will ask leave to examine the witness as
to his qualifications.

The PRESIDING OFFICER. The Chair will suggest to
counsel to refer to the former examination and it may not then
be necessary.

Mr. SIMPSON. It is on page 840, when he was first called.

Mr. WORTHINGTON. Shall I read it?

The PRESIDING OFFICER. No.

Mr. WORTHINGTON. It is at page 840. He was not asked
any question particularly on his qualification as a surveyor.

The PRESIDING OFFICER. Without repeating questions,
the Chair will recognize the right of counsel to propound addi-
tional questions. It is not necessary to repeat questions here-
before asked.

Q. (By Mr. WORTHINGTON.) What has been your experi-
ence and your qualifications as a mining engineer?—A. I worked
on the corps of the Hillside Coal & Iron Co. for two and a half
years, after which time I went to Lafayette College at Easton
and took the engineering course and graduated from the tech-
nical department of that institution in 1904.

Mr. GALLINGER. We have not been able to hear clearly
the answer.

Mr. WORTHINGTON. Let the answer be read.

The Reporter read the preceding question and answer.

Q. (By Mr. WORTHINGTON.) You graduated as what?—
A. Civil engineer.

Q. And since 1904 in what way have you been engaged in
reference to coal property and culm and coal dumps?—A. I
have been in active charge of two collieries for five years, and
of three for six.

The PRESIDING OFFICER. The Chair will inquire if the
managers desire to be heard upon the question.

Mr. Manager STERLING. I have nothing further to add to
what I have said.

The PRESIDING OFFICER. The Chair thinks the witness
is sufficiently qualified.

Q. (By Mr. WORTHINGTON.) Is this the first coal dump
you ever measured?—A. No, sir.

Mr. WORTHINGTON. I have offered the map in evidence,
and I offer the statement.

The PRESIDING OFFICER. The Chair thinks that counsel
will have to get the witness to testify to it.

Mr. WORTHINGTON. The witness has already stated that
he went to the Katydid dump and made a survey, and that
this is the result of his survey.

Mr. Manager STERLING. We object to the map.

The PRESIDING OFFICER. The witness can testify as to
the details of the map. The witness can prove that he has made
the map and then it may be offered in evidence.

Mr. Manager STERLING. We shall urge the same objec-
tion to this report that was urged to the others. The other
three reports went in by agreement.

The PRESIDING OFFICER. The Chair has not admitted
the report. On the contrary, the Chair has expressly ruled that
it can not be admitted at this time.

Mr. Manager STERLING. I understood the president to say
that it would be admitted later.

The PRESIDING OFFICER. No; we are taking one thing
at a time.

Q. (By Mr. WORTHINGTON.) Leaving the map aside for
the present, I will ask you to state—

The PRESIDING OFFICER. The witness can testify from
the map to refresh his memory in general. There is no ob-
jection to that.

Q. (By Mr. WORTHINGTON.) Very well. State then the
result of your measurements and investigation; and you may
refresh your memory by anything that you made yourself at
the time.

The WITNESS. Katydid dump:

Number of cubic feet in dump, 2,437,795; weight per cubic foot,
53 pounds, which gives us 57,679 gross tons, as per survey of Joseph P.
Jennings.

Percentages of coal as given by F. A. Johnson.

Q. (By Mr. WORTHINGTON.) When you say that, you mean
the report in evidence—Mr. Johnson's figures in evidence?—A.
Yes, sir.

	Per cent.
Stove and above	2.6
Chestnut	.5
Pea	.7
Buckwheat	12.1
Rice	12.7
Barley	31.0

Estimate the quantity of coal by sizes.

	Tons.
Stove and above	1,590
Chestnut	288
Pea	404
Buckwheat	6,979
Rice	7,325
Barley	17,880

Total 34,376

Value of royalty in Katydid bank; based upon above estimate and royalties paid by Robertson & Law.

	Tons.	
Pea	404 at 18 cents	\$72.72
Buckwheat	6,979 at 9 cents	628.11
Rice	7,325 at 6 cents	439.50
Barley	17,880 at 6 cents	1,072.80
Total	32,588	2,213.13

Value of coal in Katydid bank; based upon above estimate and prices furnished by Mr. Rittenhouse.

	Tons.	
Pea	404 at \$1.78	\$719.12
Buckwheat	6,979 at \$1.41	9,840.39
Rice	7,325 at 70 cents	5,127.50
Barley	17,880 at 30 cents	5,364.00
Total	32,588	21,051.01

JOSEPH P. JENNINGS.

Mr. WORTHINGTON. In view of that statement—counsel do not care to have the map go in if the managers do not—I want to ask the witness whether or not that included the conical dump which is shown on the map here?—A. No, sir.

Q. You have been referring to Mr. Rittenhouse's figures—you mean those which are in evidence? Are you familiar with them?—A. Yes, sir; those are the figures that he gave.

Q. And with his map?—A. I am familiar with his map; yes, sir.

Q. And all in evidence?—A. Yes, sir.

Mr. Manager WEBB. Johnson's figures?

Mr. WORTHINGTON. Both. [To the witness.] Whenever you refer to Johnson's figures, you mean those in evidence?—A. Yes, sir; I took that out of the record.

Q. Is there any difference between your method of calculation and Rittenhouse's, except that you omit the conical dump which he included?—A. There is no difference in calculation. He puts in more of the bank than I do—more of that rock fill.

Q. What is that difference? Explain that.—A. That difference comes in where the rock and culm were dumped in together, as was testified to by Mr. Johnson, and formed a vertical wall. Mr. Rittenhouse did not know that was there. He assumed that the bank sloped both ways and, of course, he would get more than I would.

Q. Why do you say Mr. Rittenhouse assumed that?—A. His profile shows it.

Q. The profile in evidence?—A. The profile in evidence shows the slope; yes, sir.

Q. I wish you would go to the map back there and show just where this location is of which you are speaking.—A. (After going to and examining the map in the rear of the Chamber.) It is marked on here, starting at point B [indicating] and following this zigzag line around to about the point A there as marked [indicating].

Q. Now, just explain right there what you mean. You have given a vertical line there, and Mr. Rittenhouse has given a slope.—A. The culm was dumped along here [indicating], and the rock was dumped along there [indicating]. The slope—the old mine opening—went under the cliff here [indicating], and Robertson & Law put in a number of mine tracks radiating from a common point in order to dispose of the mine rock. That rock material was dumped there [indicating] before the culm was dumped. A person going on the ground to-day could not tell which was dumped first. Mr. Rittenhouse in his profile estimates that this bank slopes under this slush bank, which is not so.

Q. That is shown by his profile that is in evidence?—A. Yes, sir.

Q. Will you please look at this map [indicating], which is in evidence, and the blue print, which is marked "U. S. S. Exhibit V," being the map which, as it appears from the evidence, Capt. May acted upon when he made the recommendation to sell for \$45,000—

Mr. Manager STERLING. We object to the statement for the reason that that does not appear. We understand it appears in the evidence that Capt. May testified that he estimated 85,000 gross tons. That is his testimony.

Q. (By Mr. WORTHINGTON.) Look at that map, then, which counsel for the respondent claim is the one that the evidence shows Capt. May acted upon. Have you also taken that map and made a calculation as to the material in this bank from that?—A. I have.

Q. Have you got that calculation?—A. I have.

Q. I wish, refreshing your memory by any figures you have, you would state the result of that.—A. The number of cubic feet in solids, as shown in that print, is 2,316,065, which, at 53 pounds to the cubic foot, is 54,800 tons of material.

Q. Why do you take 53 pounds to the cubic foot?—A. It varies a pound or so. You never get the same thing twice in

measuring it up. It depends upon the amount of moisture. You never could weigh a portion of a culm dump and get the same thing twice, because the amount of moisture in it would determine the weight.

Q. Is there a large variance or is it generally in a small degree?—A. There might be a variance of a few pounds to the cubic foot. I took it at 53 because it is the easiest to calculate.

Q. I wish you would now look at the map, which is in evidence, and which is known as the Merriman map, which appears facing page 987 in the record in this case. I ask you, taking the same blue print, U. S. S. Exhibit V, to tell me if you can tell from that map whether it is based upon the assumption of a vertical line where you have indicated Mr. Rittenhouse had a slope?—A. Yes; it is.

Q. And that, too, omits the conical dump?—A. It omits the conical dump.

Q. I observe, Mr. Jennings, on this blue print, Exhibit V, there appear to be some figures in pencil which appear clearly on the map as printed in the record. Can you identify those figures?—A. Those figures are Mr. May's figures.

Q. Capt. May's figures, you mean?—A. Yes, sir.

Mr. WORTHINGTON. That is all, gentlemen.

Cross-examination:

Q. (By Mr. Manager STERLING.) The map you are testifying about there, the blue print, was made by Merriman, was it not?—A. It was made by Mr. Merriman.

Q. He is dead?—A. Yes, sir.

Q. He was the engineer for the Erie Railroad Co. and the Hillside Coal & Iron Co. for many years, was he not?—A. He was the engineer for the land department for many years.

Q. He had great experience, did he not, in measuring culm dumps?—A. I could not say as to that.

Q. Well, he was thoroughly qualified to do it, was he not, from his experience, being connected with the coal business?—A. I suppose he was; yes, sir.

Q. Well, do you think he was as well qualified as you are?—A. I think I am as well qualified as he was.

Q. Better? Do you think you are better qualified?—A. I think I am just as qualified as he was.

Q. I have to agree with you on that, because I do not know. Now, who wrote at the bottom of the map there that Mr. Merriman made in the lower right-hand corner?—A. He wrote that, sir.

Q. He says, "Estimate, 55,000 gross tons available"—A. Yes, sir.

Q. "Exclusive of slush, rock, dirt, etc., of no value, as per Mr. Johnson, inspector"?—A. Yes, sir.

Q. So Mr. Merriman, an experienced engineer, and Mr. Johnson found 55,000 tons of coal, did they not?—A. No, sir.

Q. What did they find there? What does that mean?—A. That means 55,000 tons of material.

Q. In the whole dump?—A. No, sir.

Q. What does it mean?—A. In that part outlined in that blue print.

Q. That means everything that they measured, does it?—A. Yes, sir.

Q. Well, it says "exclusive of rock, slate, dirt, &c.," does it not?—A. Rock, slush, dirt, &c.

Q. So it excludes everything but coal, does it not?—A. No, sir.

Q. And finds 55,000 tons of coal, which is within about three or four thousand tons of what Mr. Saums estimated and what—

Mr. WORTHINGTON. We object to arguing with the witness as to what Mr. Saums said.

Q. (By Mr. Manager STERLING.) And what Mr. Rittenhouse made? You knew that Mr. Saums made a survey of this, did you not?—A. I knew that.

Q. You knew he made it for the Du Pont Powder Co. when they were considering purchasing?—A. Not until I heard it spoken of here.

Q. You know now that he did make it, and made it for that purpose?—A. I did not understand that Mr. Saums made a survey.

Q. He found 40,000 gross tons of material, did he not?—A. I do not know what he testified to.

Q. And Mr. Rittenhouse found something over 85,000 gross tons?

The PRESIDING OFFICER. The Chair thinks all that is in evidence. The witness can not strengthen it by saying it is there. Unless it is intended to ask a question predicated on that—

Mr. Manager STERLING. I will say that I was asking the question for the purpose of comparing this gentleman's estimate with the estimate of these other men, who made their esti-

mate at the time when there were no impeachment proceedings on hand.

The PRESIDING OFFICER. It is not necessary to have testimony from him as to what other witnesses testified.

Mr. Manager STERLING. Very well; I will not pursue it any further.

Q. (By Mr. Manager STERLING.) You say that you knew that Rittenhouse made a survey?—A. Yes, sir.

Q. And he made it not knowing the purpose of his survey, did he not?—A. No, sir; he did not know what was there; he did not know the lay of the ground.

Q. You have made your survey, and were sent by the counsel for Judge Archbald since this trial commenced to make a survey for the purposes of this hearing, were you not?—A. Yes, sir.

Mr. Manager STERLING. That is all.

Redirect examination:

Q. (By Mr. WORTHINGTON.) In view of the cross-examination, what is meant by the reference there to slush, rock, dirt, and so forth?—A. When we—

Mr. Manager STERLING. We object. It speaks for itself.

The PRESIDING OFFICER. The Chair is of opinion that all that evidence is improper. That report speaks for itself, unless it is in ambiguity.

Mr. WORTHINGTON. Very well, Mr. President, I will not abuse your patience further.

The PRESIDING OFFICER. The witness may retire.

Mr. GALLINGER. Mr. President, it has been suggested that both sides are agreeable to an adjournment at this time.

Mr. WORTHINGTON. So far as the counsel for the respondent are concerned we are entirely content.

Mr. Manager WEBB. That is agreeable to us, Mr. President.

Mr. GALLINGER. I then, Mr. President, ask unanimous consent that the Senate sitting as a Court of Impeachment do now adjourn.

Mr. CRAWFORD. May I inquire if it is not possible to close the testimony to-day? The time of the Senate is very valuable, and we ought to get through with this testimony, it seems to me.

Mr. WORTHINGTON. I think, if we could go on, we could close to-day with everybody except Judge Archbald, whom we expect to put upon the stand. Of course, his direct examination will be quite lengthy. We have yet a number of witnesses and some papers to offer in evidence. The testimony of those witnesses will all be comparatively short, I should say, but I think if we should go on and undertake to finish with the evidence, except the examination of the respondent, it would probably take us until 6 o'clock. It is a little hard to tell as to that; but, so far as we are concerned, we are entirely content to adjourn now or to go on.

Mr. GALLINGER. Mr. President, if there is a disposition to go on, of course, I will not make the request. I understood that both sides were rather desirous of adjourning at the present time, but I may have been misinformed.

Mr. CRAWFORD. I simply express the hope that we may finish the testimony, with the exception of the respondent's statement, if possible, to-day on account of the other work we have before us. We have had a vacation of a couple of weeks, and it seems to me we might as well continue until 6 o'clock this evening.

The PRESIDING OFFICER. Counsel for the respondent will proceed with the testimony.

TESTIMONY OF R. M. SALTONSTALL.

Mr. WORTHINGTON. Mr. President, I desire now to make a statement in regard to Mr. Saltonstall, whose name has been mentioned here as one of the persons who sent the notice to Capt. May at the suggestion of the witness, Mr. Holden. Mr. Saltonstall was here yesterday, and we went with him to confer with the managers, and arrived at an agreement which I was about to state. Mr. Saltonstall was very anxious to be allowed to go back to keep an engagement which he had in Boston to-day.

Mr. Manager STERLING. Mr. President, the agreement was submitted to the managers, and we have no objection to the statement going in in lieu of the testimony of Mr. Saltonstall; but it is admitted, I presume, that he is the Saltonstall who represented a part of the Everhart interests?

Mr. WORTHINGTON. Certainly; that is the reason why we desire his testimony.

Mr. Manager STERLING. With that understanding, we have no objection to it.

Mr. WORTHINGTON. The statement is as follows:

R. M. Saltonstall would testify that he wrote the letters of April 13, 1911, to Capt. W. A. May and to Robertson and Law, which are in evidence as Exhibits G and Q, at the suggestion of Mr. Charles P. Holden, who told him that the Hillside Coal & Iron Co. was about to sell the dump on lot 46, referred to in the evidence; that nothing was said to him at that time by said Holden about Judge Archbald; that

he, Saltonstall, when he wrote those letters, had no knowledge or suspicion that any investigation of Judge Archbald was contemplated; and that, so far as the witness knew, Judge Archbald had no interest in the proposed sale.

That, as has been stated by Mr. Manager STERLING, we agree may stand in place of the evidence of Mr. Saltonstall.

TESTIMONY OF ALLEN V. COCKRELL.

Allen V. Cockrell, having been duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) Mr. Cockrell, your full name, please.—A. Allen V. Cockrell.

Q. You are connected in some way with the Interstate Commerce Commission, I believe?—A. I am now a special examiner.

Q. In January and February of 1912 how were you employed?—A. I was confidential clerk.

Q. Of Commissioner Meyer?—A. Assigned to him; yes, sir.

Q. You remember, do you, the time when William P. Boland came from Scranton down to Washington and saw you and Commissioner Meyer?—A. I do.

Q. And you know, of course, of the statement that was taken to the President by Commissioner Meyer?—A. I do.

Q. You prepared that statement, I believe?—A. I prepared a statement, which, I understand, Mr. Meyer took to the President.

Q. I show you the statement which appears in this record on pages 702 and 703. Just glance at it, so as to be able to identify it. Look at it as closely as may be necessary to satisfy you that it is the paper you drafted.—A. (After examining paper.) I identify this as a copy of the paper.

Q. From whom did you get the information which was embodied in that statement?—A. From Mr. William P. Boland.

Q. I believe you were present at a hearing at the Attorney General's office, which took place on the 21st of February, 1912, when Mr. Edward J. Williams was there and was examined, and Mr. William P. Boland and Mr. C. G. Boland?—A. I was.

Q. How did you come to be there, Mr. Cockrell?—A. I do not know. Mr. Meyer told me to go and take those gentlemen to the Attorney General's office.

Q. And you participated in the questioning of Mr. Williams there?—A. The questioning was done by the Attorney General. At times I would make a remark to elucidate some of the statements.

Q. Well, I will not go into the details of that.

Mr. Manager STERLING. That is all.

Mr. WORTHINGTON. One more question. Why was the name of Judge Witmer omitted from this statement?

Mr. Manager FLOYD. We object. Nothing has been said about Judge Witmer.

Mr. WORTHINGTON. Oh, yes. Mr. Meyer was asked about that, and he said—

Mr. Manager FLOYD. I am talking about this witness. You have asked this witness nothing about Judge Witmer.

Mr. WORTHINGTON. No; but I am asking him about it now.

The PRESIDING OFFICER. What is the question?

Mr. WORTHINGTON. I was trying to save time, but I will withdraw the question for the present and ask another. Did Boland, in this same conversation, make charges to you against Judge Witmer?

Mr. Manager STERLING and Mr. Manager FLOYD. We object to that.

Mr. WORTHINGTON. Mr. President, when Mr. Commissioner Meyer was on the stand he was asked about that, and he stated that if Judge Witmer's name was intentionally left out of the paper that was taken to the President it must have been done by Mr. Cockrell and not by him, because Cockrell had the interview. Now, I think we ought to be permitted to show a little something more about the history of this transaction than the managers saw fit to introduce through Mr. Meyer. They called Mr. Commissioner Meyer here as their witness. He did not know anything about Judge Archbald's transactions or anything he had done, and did not give a word of testimony that was competent on any issue in this case, except that the managers stated that they proposed to show the history of the movement or proceeding which resulted in this impeachment. I think that we ought to be able to show, as we propose to show, that the same W. P. Boland who made the charges against Judge Archbald which are embodied in this statement, nearly every one of which has been shown to be utterly false, made similar charges against Judge Witmer at the same time, and that the paper which was prepared and taken to the President omitted entirely any reference to Judge Witmer, but bore only upon Judge Archbald, who happened to be a member of the Commerce Court, to which court appeals lie from the decisions of the Interstate Commerce Commission.

I think that is a part of the history of this transaction with which the Senate ought to be acquainted, because I propose to prove that William P. Boland charged before the Interstate Commerce Commission, as he charged on this witness stand, that Judge Witmer had rendered a decision in the Peale case which he said ruined him, or was intended to ruin him, at the instigation of Judge Archbald. Why, when they embodied in the statement the charge about Judge Archbald, they did not also embody the charge about that other Federal judge is what we want to find out, and I think the Senate ought to know the reason. The entire history of this case, since we have gone back to Commissioner Meyer, ought to be before the Senate. As it is now, it is a mangled proceeding. We have got here a part of it, but we have not got what may prove to be the most important part of it.

The PRESIDING OFFICER. If the evidence were admitted, as to what has been said regarding Judge Witmer, of course, issue could be raised on it as to whether or not what was then said was true or false, and that would open another investigation as to whether or not Judge Witmer had done wrong, which is not involved in this case. The Chair will, therefore, exclude the evidence.

Mr. WORTHINGTON. That being so, Mr. President, I have nothing further to ask this witness.

Cross-examination:

Q. (By Mr. Manager FLOYD.) Mr. Cockrell, I will ask you whether or not you took down this statement in shorthand, or took it down at the time it was made, or made it out from memory after he had made the statement to you?—A. Mr. Boland's statement was made in the morning. I was not asked until late that afternoon to make a memorandum; and I had to rely entirely upon my memory in preparing the memorandum which went to the President.

Mr. Manager FLOYD. That is all.

Redirect examination:

Q. (By Mr. WORTHINGTON.) Is that an accurate statement of what Boland said, or the substance of it?—A. So far as I can remember; yes, sir.

Mr. WORTHINGTON. That is all.

The PRESIDING OFFICER. The witness may retire.

TESTIMONY OF ROBERT C. TRACY.

Robert C. Tracy, having been duly sworn, was examined and testified as follows:

Q. (By Mr. SIMPSON.) You are connected with the Department of Justice?—A. Yes, sir.

Q. In what capacity?—A. Clerk.

Q. Did you make a schedule showing the names and occupations of the jury commissioners of the various Federal districts throughout the country?—A. Yes, sir.

Q. Will you look at the paper I hand you, and tell me, please, whether that is the schedule which was prepared by you?—A. (After examining paper.) Yes, sir.

Mr. Manager FLOYD. We object, Mr. President.

Mr. SIMPSON. In order to get the record straight, I will offer it so that Mr. Manager FLOYD may object to it. I now offer the schedule in evidence.

Mr. Manager FLOYD. We object to it as wholly immaterial. It purports to be a list of jury commissioners and their occupations. We object to it; it is wholly irrelevant and incompetent.

The PRESIDING OFFICER. Jury commissioners of what jurisdiction?

Mr. SIMPSON. Of various Federal districts throughout the country. You may remember, sir, if you will listen a moment so that I may get before you exactly the point of it, that in one of the articles of impeachment—the twelfth article, I think—objection was made to the appointment by Judge Archbald of Mr. Woodward as a jury commissioner, he being a lawyer. This schedule is made up simply for the purpose of showing throughout the country, in all the judicial districts of the country, the names and occupations of the jury commissioners and that a large number of them are in fact lawyers. That bears upon the question as to whether or not there was any exercise of ill faith or bad faith, or whatever you may choose to call it, in selecting a lawyer for that office.

Mr. Manager CLAYTON. Mr. President, has counsel concluded?

Mr. SIMPSON. I have concluded offering the schedule and all I have to say on it.

Mr. Manager CLAYTON. Mr. President, I desire to say that we object to this particular testimony for two reasons. In the first place, if it be a bad custom to appoint lawyers as jury commissioners, the fact that other judges may have indulged in that bad custom can not make it a law. The present occupant of the chair is familiar with the rule, which is funda-

mental, that a custom, even under the law merchant, to become a law must be a good custom.

And again, Mr. President, we object to it because the particular charge here is that he appointed as a jury commissioner a railroad attorney. This list here purports on its face to show no more than that they were attorneys. Perhaps it may not be the subject of criticism for a judge to appoint as a jury commissioner an attorney disassociated with the railroad business, disassociated with the business of the court over which the judge presides.

The very gravamen of this charge is that he appointed not only a lawyer—that is not the test—but that he appointed a lawyer of corporations having litigation before the court over which he presided; and we think it is clear upon that point that this evidence is not admissible.

Mr. SIMPSON. I do not claim that we are proving a custom here in any such sense as the chairman of the managers suggests. The question we have here, sir, is a question of criminal intent, of corrupt action on the part of Judge Archbald, and anything which tends to show that there was no such criminal intent, no corrupt motive on his part, is evidence, the weight of which the Senate will ultimately have to determine.

Now, one of the first steps in showing that is that there has been throughout the country the appointment of lawyers as jury commissioners. Then, when Judge Archbald is on the stand, the next step will necessarily have to be taken, by way of our proofs upon that point, and then the Senate, sir, will pass upon the whole matter.

The PRESIDING OFFICER. The Chair is in grave doubt as to whether or not it is material, but does not think it is a matter of very great importance. It will give the respondent the benefit of the doubt in the mind of the Chair, and let the evidence go in for what it is worth.

Mr. SIMPSON. I will not ask that it be read; I think it would be quite a waste of time; but ask that it be marked as an exhibit and go into the record.

The paper is as follows:

[U. S. S. Exhibit GG.]

Statement showing the names and usual occupations of the jury commissioners throughout the United States.

Judicial district.	Name.	Occupation.
Alabama, northern:		
Southern division.....	J. B. Cobbs.....	Real estate.
Jasper division.....	J. O. Long.....	Farmer, etc.
Western division.....	Frank M. Moody.....	Banker.
Middle division.....	E. T. Hollinsworth.....	Do.
Eastern division.....	R. H. Stickney.....	Druggist.
Northeastern division.....	P. E. Pettus.....	Grocer.
Northwestern division.....	Turner Rice.....	Banker.
Alabama, middle.....	James H. Juddkins.....	Lawyer and farmer.
Alabama, southern.....	Joseph H. Locke.....	Merchant.
Arizona.....	Vernon L. Clark.....	Ostrich farmer.
Arkansas, eastern.....	Wm. P. Feild.....	Banker and planter.
Arkansas, western:		
Harrison division.....	Wm. A. Brittain.....	Merchant.
Fort Smith division.....	Geo. B. Wood.....	Banker.
Texas division.....	Allen Winham.....	Do.
California, northern.....	Frank Dalton.....	Manager, building.
California, southern:		
Northern division.....	C. T. Cearley.....	Stationer.
Southern division.....	U. D. Woolwine.....	Banker.
Colorado.....	Chas. D. Cobb.....	Insurance agent.
Connecticut.....	Chas. E. Pickett.....	Deputy clerk, United States District Court.
Delaware.....	J. Wilkins Cooch.....	Capitalist.
	(Aulick Palmer.....	United States marshal.
	John R. Young.....	Clerk, Supreme Court, District of Columbia.
District of Columbia.....	C. C. Rogers.....	Collector of taxes, District of Columbia.
Florida, northern:		
Pensacola division.....	Walker Anderson.....	Insurance agent.
Tallahassee division.....	G. W. Saxon.....	Banker.
Gainesville division.....	W. B. Taylor.....	Merchant.
Florida, southern.....	Peter E. Dignon.....	Grocer.
Georgia, northern.....	A. L. Waide.....	Real estate.
Idaho.....	Benj. S. Howe.....	Manager water company.
Illinois, northern (northern division).....	Frank H. Jones.....	Banker.
Illinois, eastern.....	Wilber P. Craig.....	Do.
Illinois, southern:		
Northern division.....	H. W. Danforth.....	Lawyer, etc.
Southern division.....	W. O. Converse.....	Capitalist.
Indiana.....	A. Q. Jones.....	Lawyer.
Iowa, northern:		
Eastern division.....	Thomas M. Irish.....	Schoolmaster.
Cedar Rapids division.....	James E. Lawler.....	Real estate.
Central division.....	Harry L. Weiss.....	Do.
Western division.....	William E. Powell.....	Do.
Iowa, southern:		
Central division.....	D. W. Smouse.....	Physician.
Eastern division.....	J. W. Hobbs.....	Insurance agent.
Western division.....	O. H. Lucas.....	Retired from business.
Southern division.....	W. H. Brady.....	Merchant.
Davenport division.....	H. J. McFarland.....	Clerk county court.
Ottumwa division.....	J. C. Jordan.....	Banker.

Statement showing the names and usual occupations of the jury commissioners throughout the United States—Continued.

Judicial district.	Name.	Occupation.
Kansas.....	John Mileham.....	Lawyer.
Kentucky, eastern (Covington division).....	John R. Coppeir.....	Merchant.
Kentucky, western: Louisville division.....	Charles D. Grainger.....	President water company.
Paducah division.....	Museoe Burnett.....	Treasurer water company.
Owensboro division.....	B. T. Field.....	Farmer.
Bowling Green division.....	J. Whit Potter.....	Banker.
Louisiana, eastern.....	Frank H. Mortimer.....	Clerk circuit court of appeals.
Louisiana, western.....	Different persons appointed for each term.	
Maine.....	Frank L. Clark.....	County official.
Maryland.....	Thomas T. Tonzne.....	Insurance agent.
Massachusetts.....	Joseph H. O'Neill.....	Banker.
Michigan, eastern.....	Edw. C. VanHusen.....	Real estate.
Michigan, western: Southern division.....	Charles H. Bender.....	Banker.
Marquette division.....	Joseph S. Courtney.....	Insurance agent.
Minnesota.....	John R. Donohue.....	Lawyer.
Mississippi, northern.....	J. F. Matthews.....	Banker.
Mississippi, southern.....	James Galceran.....	Clerk, railroad commission.
Missouri, eastern.....	Roland M. Homer.....	Lawyer.
Missouri, western.....	Joseph S. Rust.....	Do.
Montana.....	H. H. Piggott.....	Real estate.
Nebraska: Omaha division.....	George Tilden.....	Physician.
Norfolk division.....	George D. Smith.....	Farmer.
Chadron division.....	George A. Birdsall.....	Contractor.
Grand Island division.....	Guy A. Harrison.....	Lumberman.
Hastings division.....	George A. Allen.....	Postmaster.
Lincoln division.....	A. M. Trimble.....	Farmer.
McCook division.....	F. M. Kimmel.....	Publisher.
North Platte division.....	Frank R. Elliott.....	Merchant.
Nevada.....	J. E. Gignoux.....	Miner.
New Hampshire.....	David D. Taylor.....	Baker.
New Jersey.....	Fred S. McNeely.....	Retired from business.
New Mexico.....	Marcelino Garcia.....	Merchant.
New York, northern.....	Sylvester Dering.....	Insurance, etc.
New York, eastern.....	Henry I. Hayden.....	Insurance.
New York, southern.....	Edw. L. Patterson.....	Lawyer.
New York, western.....	Henry G. Seymour.....	Do.
North Carolina, eastern.....	Joseph G. Brown.....	Banker.
North Carolina, western.....	R. M. Rees.....	State official.
North Dakota.....	J. P. Hardy.....	Printer.
Ohio, northern.....	J. J. Sullivan.....	Banker.
Ohio, southern.....	Thos. W. Allen.....	Merchant.
Oklahoma, eastern.....	M. E. Williams.....	Insurance.
Oklahoma, western.....	Geo. W. Ball.....	Real estate.
Oregon.....	T. M. Wood.....	Do.
Pennsylvania, eastern.....	Chas. H. Matthews.....	Lawyer.
Pennsylvania, middle.....	Eugene Zeopling.....	Ex-banker.
Pennsylvania, western.....	Geo. W. Burgruoin.....	Lawyer.
Rhode Island.....	F. H. Jackson.....	Broker.
South Carolina: Charleston division.....	W. M. Bird.....	Merchant.
Greenville division.....	Frank Hammond.....	Banker.
South Dakota.....	Dani. G. Gidden.....	Capitalist.
Tennessee, eastern: Northern division.....	Henry R. Gibson.....	Lawyer.
Southern division.....	Prosper Lazard.....	Fruit farmer.
Northeastern division.....	J. W. Howard.....	Officer fraternal society.
Tennessee, middle: Cookeville division.....	John G. Duke.....	Not known.
Nashville division.....	W. M. Woodcock.....	Publisher.
Tennessee, western: Eastern division.....	W. P. Robertson.....	Merchant.
Western division.....	Harry E. Coffin.....	Ex-merchant.
Texas, northern.....	C. D. Hughes.....	Farmer.
Texas, eastern.....	Geo. B. Dobson.....	Produce broker.
Texas, southern (Galveston division).....	E. C. Bartholomew.....	Capitalist.
Texas, western.....	Josiah Barnett.....	Banker-broker.
Utah.....	David W. Temple.....	Farmer, etc.
Vermont.....	Harvey Willson.....	Lawyer.
Virginia, eastern.....	Alford B. Percy.....	Do.
Virginia, western.....	Dana Child.....	Banker.
Washington, eastern.....	Earl R. Jenner.....	Lawyer.
Washington, western (northern division).....		
West Virginia, northern: Philippi division.....	Worthington Chenoweth.....	Dentist.
Clarksburg division.....	J. J. Jackson.....	Lawyer, retired.
Martinsburg division.....	A. C. Nadenbousch.....	Lawyer.
Wheeling division.....	Jacob W. Grubb.....	Jewelry merchant.
Parkersburg division.....	John G. Hogan.....	Treasurer, building association.
West Virginia, southern: Charleston division.....	Jas. F. Cork.....	Lawyer.
Huntington division.....	B. F. Morris.....	Farmer.
Bluefield division.....	J. H. McCullough.....	Insurance agent.
Addison division.....	Jas. Woodell.....	Hotel man.
Wisconsin, eastern.....	Chas. H. Swan.....	Sales agent.
Wisconsin, western: Madison division.....	John Corscot.....	Corporation official.
La Crosse division.....	John F. Doherty.....	Lawyer.
Superior division.....	Carl L. Wilson.....	Do.
Wyoming.....	John Harrington.....	Merchant.
Alaska, first division.....	Geo. F. Forrest.....	Proprietor of a machine shop.
Porto Rico.....	Albert Lee.....	Merchant.
Hawaii.....	Richard H. Trent.....	Not known.

¹ Has no jury commissioner at present.

DEPARTMENT OF JUSTICE,
UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF WEST VIRGINIA,
Parkersburg, October 7, 1912.

The ATTORNEY GENERAL, Washington, D. C.

SIR: Replying to the department's letter dated September 26, 1912, initials JGG-AGM, I beg to advise I have made inquiries of A. C. Nadenbousch and J. J. Jackson, jury commissioners, respectively, for Martinsburg and Clarksburg, with respect to the information desired, and beg to report first with reference to Mr. Nadenbousch:

He is regularly retained as attorney by the Cumberland Valley Railroad Co., a small railroad operating in that region, I understand running between Harrisburg, Pa., and Winchester, Va.

After having ascertained this fact I reported the same to Judge Dayton, who directed me to say that if for any reason the department would consider Mr. Nadenbousch's office of jury commissioner inconsistent with the employment noted above, he will request his resignation and appoint some one in his stead. Mr. Nadenbousch was appointed by the former Federal judge, Hon. John J. Jackson, and Judge Dayton was not cognizant of his employment by the railroad in question, and in fact the subject had never been under discussion during Judge Dayton's tenure of office. Our next regular term of court at Martinsburg does not convene until next April.

With respect to Mr. J. J. Jackson, jury commissioner at Clarksburg, he is not retained by any railroad or corporation, and in fact informs me he is entirely out of the active practice of the law.

Very respectfully,

C. B. KEFANVER, Clerk.

Mr. Manager FLOYD. We have no questions.

The PRESIDING OFFICER. The witness may retire.

TESTIMONY OF JOHN T. BROWN.

John T. Brown, being duly sworn, was examined and testified as follows:

Q. (By Mr. MARTIN.) Where is your home?—A. Scranton, Pa.

Q. What is your business?—A. I am employed on the Scranton Times as a reporter.

Q. How long have you been employed as such reporter on that paper?—A. Ten years.

Q. Were you working on that paper in April, 1912?—A. Yes, sir.

Q. Do you remember the date on which the articles appeared in your paper for the first time with reference to Judge Archbald?—A. Yes, sir.

Q. I show you the Scranton Times bearing date April 22, 1912, and ask you if that is the paper in which that first appeared in Scranton?—A. (After examination.) Yes, sir; this is the first one.

Q. The article in the paper entitled "Charges filed against Judge R. W. Archbald, of the Commerce Court," is the first appearance of any newspaper article published in Scranton?—A. Yes, sir.

Q. Do you recollect the appearance of the article in the Philadelphia North American?—A. Yes, sir; I think it was the same day. It was the morning of the 22d of April.

Q. I show you the copy of the Philadelphia North American dated Monday, April 22, and ask you if that is the edition of that paper in which the articles first appeared?—A. (After examination.) Yes, sir.

Q. What time does the Philadelphia North American circulate in Scranton? I mean what time of the day would that newspaper reach Scranton for circulation?—A. Well, I do not know anything about the general circulation of the North American through the city, although it has quite a circulation, except we get two copies of it at our office, delivered by a newsboy, every morning about 9 o'clock.

Q. I think you misunderstood my question. I asked what time of the day it appeared in Scranton?—A. That is what I have said—9 o'clock in the morning.

Q. That is the first time it appears there—9 o'clock in the morning?—A. That I have any knowledge of.

Q. What time of the day is the Scranton Times published?—A. The first edition of the Scranton Times gets on the streets of Scranton about half past 1 o'clock in the afternoon.

Q. Can you say whether this paper I have shown you, the Scranton Times, was the first or last edition, or what time of day this edition does appear upon the streets of Scranton?—A. We have three editions a day; one that gets on the streets about half past 1; the second one gets out about half past 3; and the last about quarter past 4—that is our last edition, the stock extra.

Q. That would appear on the streets, then, about quarter past 4 of that date?—A. Yes, sir.

Mr. MARTIN. You may cross-examine.

Mr. Manager WEBB. We have no questions.

The PRESIDING OFFICER. The witness may retire.

TESTIMONY OF GEORGE M. WATSON.

Mr. SIMPSON. Mr. President, I desire to offer in evidence the testimony of George M. Watson, as taken by the Judiciary

Committee of the House of Representatives and published at pages 1317 to 1401 of those proceedings.

Mr. MANAGER FLOYD. Mr. President—

Mr. SIMPSON. Pardon me one minute. We submitted this to the chairman of the managers, or, rather, the question of putting in only a part of it, and the chairman of the managers has told us to-day that he prefers to have the whole testimony go in. We do not ask to have it read, because it would take the larger part of the day to do so, but there are parts of it that both sides would like to refer to, and so I ask that it all go in. The witness is ill; and the managers tried to get him and reported they could not; and he is unable to leave his room, I understand.

Mr. Manager FLOYD. That is satisfactory. I simply desired to object to reading portions of the testimony.

Mr. SIMPSON. We do not desire to read any of it.

The PRESIDING OFFICER. If there be no objection it will be incorporated as a part of the record in this case.

Mr. WORTHINGTON. Then it ought to be printed in the record as if it had been given here.

The PRESIDING OFFICER. Undoubtedly—

Mr. SIMPSON. Yes; but we are not going to read it.

The PRESIDING OFFICER. The same as if the witness had been on the stand here.

Mr. POMERENE. If it is not out of order, Mr. President, may I ask to what charge this applies?

Mr. SIMPSON. It relates to the second article, in the matter of the attempt to settle the controversies between the Marian Coal Co. and the Delaware, Lackawanna & Western Railroad Co.

The matter referred to is as follows:

George M. Watson, being first duly sworn, was examined and testified as follows:

The CHAIRMAN. Mr. Watson, please give your full name, your address, and your occupation.

Mr. WATSON. My name is George M. Watson. I live in Scranton, at 1659 Jefferson Avenue. My office is at present 322 Connell Building. It was 822 until very recently. I moved downstairs several flights.

The CHAIRMAN. And your occupation?

Mr. WATSON. My occupation is that of a lawyer, an attorney.

The CHAIRMAN. How long have you known Edward J. Williams?

Mr. WATSON. A good while; I could not tell, but I remember him as a mine foreman many years ago, when he was employed. For many years he has not been employed as a miner, working about the mines, and when he was employed I knew him. I judge it was—well, twenty-odd years ago.

The CHAIRMAN. What has been his occupation since he quit mining?

Mr. WATSON. I really do not know. Until the last year or two I met him very infrequently, and I do not know.

The CHAIRMAN. What has he been doing in the last year or two?

Mr. WATSON. I hardly know that. I have seen him on the street. There seem to be two blocks which we have to travel very often to get to the courthouse and to the post office, and he is moving along the street there when I see him.

The CHAIRMAN. Do you know of his operating any culm banks or doing any of that sort of business?

Mr. WATSON. I never knew that he did. Since this suit began I have understood that he was indirectly interested in this coal company or this culm washery.

The CHAIRMAN. How long have you known Judge Archbald?

Mr. WATSON. A great many years; I judge 30; maybe longer—32.

The CHAIRMAN. Will you please state in your own way, but fully, just how you became retained by the Bolands to negotiate the sale of their interest in the Marian Coal Co. to the Delaware, Lackawanna & Western Railroad, and just how and by whom those negotiations were conducted from the time you were originally employed by the Bolands, up to the present time.

Mr. WATSON. What moved Mr. Boland to come to my office. I do not know. He came to my office, my recollection is, some time in August; perhaps the latter part.

The CHAIRMAN. Which Boland, and when?

Mr. WATSON. That was C. G. Boland, in August of last year. I will not be positive about that. My better judgment would be September; but there has been so much in the testimony here about August that I may be mistaken, and it might have been August. I made no note of it, and all the data I did have I gave to Mr. William P. Boland when I returned the papers to him, I think about the 10th day of October.

Mr. Boland came to my office and told me that he desired to get rid of this washery, to sell it; and he said, "I am satisfied that you can sell the washery for me." I told him I knew nothing of it, and he said they had a lawsuit, and I never heard of that either. It seems to me it was Peale, Peacock & Kerr, the way he gave the name—and I know something of them as coal men—had begun an action; perhaps it was an equity proceeding; I have forgotten just what it was; but, at any rate, it was brought in the United States circuit court for that district, years before—I do not know how long before, but a couple of years before that, and that they had a judge that had been appointed quite recently, Judge Witmer, and he asked me if I knew him. I told him I did just know the man—that was all; I never talked with him much and never practiced law before him any, so I did not know him much. Well, he wanted something done by which we could find out if that case could be adjusted. It seems that they were talking about rates, or there was some difficulty about what interest Peale had, or if he had any interest, and he had made advances of money or something like that, and he wanted to know if I could get the data. Now, this was C. G. Boland. I had not seen W. P. Boland at that time, or for some time after. I told him I would look the matter up, but I did not know that I could help him in that direction. He finally suggested to me that if I could see Judge Archbald and talk with him about it, he might in some way get me to Witmer. He knew, I suppose, that I had known Judge Archbald for many years.

I did not go to Judge Archbald, however. I went over to the court and looked up the record at that time, and I found an action had been

begun; I found there had been a demurrer; I found it had been disposed of; I found that a commissioner had been appointed to take testimony, and I found that they had taken the testimony and closed the case, and that the report was then in the hands of Judge Witmer. That is what I discovered when I first went into this case.

I told Mr. Boland that that was the status of the case, and I said, "It is all in the hands of Judge Witmer now, and the arguments are all over." Well, he did not like it. He did not like that way. He said there ought to be some way of getting into that court and getting the court to understand the case better than he knew they did; and there was some comment made upon Mr. Donnelly. This was the first I knew that Mr. Donnelly was connected with that case.

Finally, after three or four meetings with Mr. Boland—and these meetings may not have been planned, because my office was so located that Mr. Boland was obliged to pass it in going to the Underwriters' Insurance office, which was two doors beyond me; he passed there every day, sometimes a couple of times a day, and he may have dropped in casually. I do not know that he came over purposely to see me, but he came in, as I say, frequently, three or four or five times, before Mr. W. P. Boland came into the case at all.

Then he made a suggestion to me that they would like to sell this property, and asked me if I thought I could negotiate with the Lackawanna road, and I told him perhaps I could; I did not know; I knew some of the men, but some of them I did not know, that were connected with the road. They had been comparatively newcomers to me, you know. The road has changed management within a dozen years, and some of those people are there that I do not know. But after a while he told me that he would like to retain me to do this work for them, and that he would give me \$5,000 for a fee if I could get the Lackawanna Railroad to take this property. Now, he did not fix any price at all. There was not a price fixed at that meeting as to what I should ask or what I hoped to get. He said: "I will take it up with my brother. If he agrees to this, I will come and see you, and you can commence negotiations."

Then I think Mr. W. P. Boland came over to the office, and the two were there together, and there was some little discussion as to the status of this case. This case in the United States court seemed to be the trouble. They were afraid of a decree, and it was getting close to it, and they wanted something done with that case. I suggested—I think Mr. W. P. Boland suggested—that there ought to be a way of getting a rehearing, and he pulled out of his pocket a roll of type-written papers and showed me discrepancies in the testimony, and things that would seem, taken in that way, to build up a case so that they might be entitled to relief. Whether he knew that he was not going to get relief, Mr. Boland did tell me that they were beaten in this United States court proposition, and he told me that a man told him they were beaten, and he said, "I could have told you that months ago," and he named the man that told him. So he believed, I fancy, that this—

The CHAIRMAN. Let us have it all. You say he named the man?

Mr. WATSON. He did; he named the man.

The CHAIRMAN. State his name.

Mr. WATSON. His name is Searle—E. R. W. Searle, I think it is, or E. W. R. Searle. I have forgotten the name, but it was two or three letters anyway.

The CHAIRMAN. Who was that?

Mr. WATSON. E. R. W. Searle was the clerk of the circuit court and district court of the middle district of Pennsylvania.

The CHAIRMAN. And who was the judge of that court?

Mr. WATSON. At this time? Judge Witmer.

The CHAIRMAN. Who was it that had been the judge before that, when he "could have told him months before that he was beaten"? Who was the judge at that time?

Mr. WATSON. He did not say who told him months before, but the judge before that, his predecessor, had been Judge Archbald. He had been there for a number of years—from the organization of the court.

The CHAIRMAN. How recently had Judge Witmer come upon the bench before this talk of yours with the Bolands?

Mr. WATSON. I could not tell you, Judge; I could not tell you. In fact, I have not been in very good thinking order for about a year.

The CHAIRMAN. You have not been in good thinking order for about a year?

Mr. WATSON. Yes; and I can not go back and give dates.

The CHAIRMAN. What time do you fix, if you can, when this conversation occurred with the Bolands that you have spoken of?

Mr. WATSON. My recollection would be—my own independent recollection would be—that it was in the month of September, and toward the middle.

The CHAIRMAN. 1911?

Mr. WATSON. 1911. Now, as I say, Judge Witmer came on the bench at the organization of the Commerce Court.

The CHAIRMAN. This conversation with the Bolands happened before the decree was rendered, did it not?

Mr. WATSON. Yes; there was no decree when I looked at the record. There had been no decree then, because I suggested to him, when he told me that, that the orderly way to proceed would be to draw up a petition setting forth the fact that the judge had not properly discussed or digested the evidence, and ask for a reargument. I suggested it to Boland; told him I would join with his Mr. Donnelly, after I found Mr. Donnelly was there, and present the petition; so I know that the decree had not been handed down at that time. Then I told him right there at that time that after the decree was handed down the way to do was to go into the—

The CHAIRMAN. When was it that that clerk said that he could have told this months before?

Mr. WATSON. Well, in the light of present events, I would not want to say that he ever said it. The clerk never said it to me. He said it to Mr. Boland, so Mr. Boland said, and I am not so sure now. At that time I thought perhaps there had been something of that kind said.

The CHAIRMAN. But you do not know of it of your own knowledge?

Mr. WATSON. Oh, no.

The CHAIRMAN. What time did Boland fix?

Mr. WATSON. He did not fix any time at all.

The CHAIRMAN. You said the clerk told him.

Mr. WATSON. Yes; the clerk told him that he was beaten.

The CHAIRMAN. That he could have told him that months ago?

Mr. WATSON. He could have told him that—now, that is what I understood Mr. Boland to have said. This matter was going along so that they had another matter that seemed to annoy them, and that was an adjustment before the Interstate Commerce Commission. I knew nothing about the practice; I never had had a case before the Interstate Commerce Commission, and we did some little talking about it, and Mr. Boland furnished me maps—that is, a distance map, you call it—showing the towns along the lines where they were selling anthracite.

I think it went as far west and southwest, perhaps, as St. Louis, as far north as Duluth—somewhere up in there—and west of Buffalo, and various points. Many New York State points, many Pennsylvania points, and New Jersey, were on this map, and the lines were drawn from a center leading to this place, the mileage put on, and the rate per ton that they charged. That was one of the papers that he gave me.

The CHAIRMAN. Mr. Watson, going back now to the conversation with the Bolands, you say that was in August or September of 1911?

Mr. WATSON. Yes; my judgment would be it was in the middle of September.

The CHAIRMAN. But since you heard the witnesses testify here fixing it in August, you are in doubt about it?

Mr. WATSON. Well, I could not say that.

The CHAIRMAN. What do you say?

Mr. WATSON. I am not in doubt, but I am perhaps leaning toward the date in August, not having it fixed in my mind and not having made any memorandum. If so many men know it was in August, why, I am not so stubborn that I would not—

The CHAIRMAN. It was before the decree was entered?

Mr. WATSON. Yes; it was before the decree was entered.

The CHAIRMAN. If the decree was entered on the 24th day of August, this conversation which you had with the Bolands must have happened in August?

Mr. WATSON. Yes; and that does refresh my mind now, my recollection of the matter. I am satisfied now that it was somewhere about two or three days before that decree, because I remember the fact of the decree coming down and Mr. Boland coming to my office and telling me.

The CHAIRMAN. What refreshes your mind and makes you now locate it two or three days before the date of the decree?

Mr. WATSON. Because we were discussing this matter just a day or two before that, and I was surprised to think that the decree came down as early as it did, because they had taken the papers and gone away with them, as I understood it.

The CHAIRMAN. The fact that you yourself felt surprised at that time now refreshes your memory about it? Is that so?

Mr. WATSON. Well, no; I would not exactly say that, but I recall that I thought that we would have a number of days, perhaps weeks, to examine this matter, and the decree came down so soon after we had discussed it that when Boland came and told me, I will admit that it surprised me a little. I did not think it would be handed down so quickly, but I did not know when the judge had heard the arguments, from what Boland told me. But perhaps when I looked at the record I did know. I do not recall now.

The CHAIRMAN. Did you have any conversation with Judge Archbald before that decree with respect to this matter?

Mr. WATSON. No; I never had any conversation with Judge Archbald, except one day I was in his office, talking about other matters, and I told him that the Bolands had employed me, and asked him what the practice was in the United States Commerce Court, and whether they had original or appellate jurisdiction. I never had read the bill; that is how dull I was on that subject. He told me as best he could, and I told him that I had a matter that would probably come up before that court—I did not know; we would have to try it out before the Commerce Commission; that Mr. Boland had retained me, and I wanted to know what to do, and where we would have to jump if we got through with this. Finally, I said to him, "I am going to offer this property to some one else, to some purchaser." I do not know whether he inquired, or whether I told him without inquiry, that I was to offer it to the Lackawanna. In the course of that conversation I said to Judge Archbald that I regretted that I never had met Mr. Loomis. I had met Mr. Truesdale, but I never had met Mr. Loomis, and he was at the head of the coal department. So either I asked him to write a letter or he volunteered to get me acquainted or get me in some way to Mr. Loomis, so that I could talk with him. Now, that is the beginning and the end of Judge Archbald, so far as I know, in this case.

The CHAIRMAN. Can you locate the time that you had this conversation with Judge Archbald in his office?

Mr. WATSON. I think it was before they handed down the decree, a day or so. It was right in that time.

The CHAIRMAN. While you were there in the judge's office was either Christy Boland or W. P. Boland sent for by Judge Archbald?

Mr. WATSON. I have no recollection of meeting Christy Boland or W. P. Boland in Archbald's office. I read that in the testimony, and I have no recollection of it at all.

The CHAIRMAN. You said a while ago, I believe, that your memory is not very good now.

Mr. WATSON. Well, I said that my memory—I do not intend to make statements that are not true, and I want to remember them before I make them. Now, I will admit that I have not been as well for a year as I had heretofore, and I find that sometimes I forget things.

The CHAIRMAN. Do you not think it likely that you would remember who was present at the conversation that you had in Judge Archbald's office?

Mr. WATSON. I certainly would.

The CHAIRMAN. Who was there besides you and the judge?

Mr. WATSON. When I talked with Judge Archbald?

The CHAIRMAN. Yes.

Mr. WATSON. Nobody but myself and Judge Archbald, and I stood up. I did not even go through the formality of sitting down. I went in and said, "Hello," or something like that, and then asked him.

The CHAIRMAN. At that time, or at any other time, did Christy Boland come in and participate in the conversation had between you and Judge Archbald?

Mr. WATSON. When you say "any other time," I don't know that. There may have been some time, but not in relation to this case, he never did.

The CHAIRMAN. I am talking about this case.

Mr. WATSON. No; no, sir. I think that is a mistake. Christy Boland never was in the office with me in relation to this case—in Judge Archbald's office—not to my recollection.

The CHAIRMAN. Do you not remember that Judge Archbald suggested at that time to Christy Boland that you ought to have a paper giving you a fee of \$5,000 in case you put the proposed deal through, the sale of the property?

Mr. WATSON. Well, that was entirely new to me; and my memory is good enough, and always has been good enough, so that I would remember if there had been any such solicitude on the part of Judge Archbald or anybody else in my behalf. It is not true; absolutely false. There was no such statement ever made.

The CHAIRMAN. Did you ever get such a paper?

Mr. WATSON. I never did, sir—never.

The CHAIRMAN. Did you have any understanding with the Bolands about the fee that you would get in case the Marian Coal Co. property was sold?

Mr. WATSON. Why, a business man that assumes to be doing business comes into my office, and he wants to fix the fee, and he does, and he mentions the amount of \$5,000 for the fee. I did not need a paper.

The CHAIRMAN. You said "a business man."

Mr. WATSON. Yes.

The CHAIRMAN. Do you mean by that that Boland came into your office?

Mr. WATSON. Why, surely.

The CHAIRMAN. And proposed to give you a fee of \$5,000 if you were successful in negotiating the sale of the Marian Coal Co. property?

Mr. WATSON. I do not know that "if I were successful" was mentioned at all. I don't think it was at that time, when he first offered me the \$5,000.

Mr. WORTHINGTON. Which Boland?

Mr. WATSON. Mr. C. G. Boland. I never talked with W. P. Boland about fees.

The CHAIRMAN. But you do remember that you were to have a fee of \$5,000?

Mr. WATSON. Yes, sir.

The CHAIRMAN. On account of the sale of that Marian Coal Co. property?

Mr. WATSON. Surely; that is right; and no other fee—only that.

The CHAIRMAN. Mr. Watson, will you please look at this paper and see if you ever had the original or a copy of that paper, or ever saw the original or a copy of that paper before?

Mr. WATSON (after examining paper). I have no recollection of ever seeing anything like that before. There is one part of that paper that I remember was discussed.

The CHAIRMAN. This paper reads:

SCRANTON, PA., August 23, 1911.

C. G. BOLAND, Esq., Scranton, Pa.

DEAR SIR: In reference to the matter of G. M. Watson being taken into the case of the Marian Coal Co. against the D., L. & W., would say, in confirmation of what I told you heretofore, that if through the efforts of Mr. Watson a satisfactory settlement is brought about, the Marian Coal Co. agrees to pay him \$5,000 for such settlement.

Of course Mr. H. C. Reynolds has been in this case from the beginning and will be attorney in it until its final settlement.

Very truly, yours,

MARIAN COAL CO.,
—, President.

This copy has a blank and the word "President" underneath; but did you see a paper of which this is exactly a copy with the exception that Mr. W. P. Boland's name is omitted from this paper at present? You say you saw no such paper?

Mr. WATSON. There is one paragraph there—I do remember a conversation in which Mr. Reynolds was named as being the attorney in the rate case. If that is what they mean, in the rate case—that is, the matter before the Commerce Commission—and Mr. Reynolds was to receive some money out of this money that I got from the Lackawanna if I were to get it. I know we did talk about that, and I think the fee was fixed by W. P. Boland at \$12,500, or something like that. Now, that is my recollection of it.

The CHAIRMAN. You were to have a fee, then, from the Bolands for the sale of the Marian Coal Co. property, but no fee in the Interstate Commerce Court case?

Mr. WATSON. Oh, no; it was altogether. It was altogether, but Mr. Reynolds was not their attorney in the Marian Coal Co. case in the United States court. Mr. Reynolds was the attorney before the Interstate Commerce Commission. Mr. Donnelly was the attorney in the United States court, and Mr. Reynolds did not appear there, so far as I know.

The CHAIRMAN. I should like to have you tell the committee just exactly what you were employed to do.

Mr. WATSON. I was employed finally, after we got down and talked it all over—there were a number of meetings before we got down to what I was to do. I was to present the rate claim to the Lackawanna Railroad, and collect from them—well, something in the neighborhood of \$300,000. Three hundred and some odd thousand dollars was the claim, and I whittled it down to about sixty, and told them that that was all they could get, if they got anything. They had some exemplary damages, and it piled up four times the amount of the freight, or something of that sort; and I whittled that down to the actual damages as allowed under the law, and it amounted to about \$60,000, as I recall it. The coal property was to be \$100,000, and the \$60,000 made \$161,000 when added together, and that is what I asked the Lackawanna Railroad—\$161,000.

The CHAIRMAN. Did Judge Archbald have anything to do, by way of suggestions or assistance to you, with your negotiations for the settlement of that matter against the Delaware, Lackawanna & Western Railroad?

Mr. WATSON. My recollection is that Judge Archbald said he would give me an introduction to Mr. Loomis. My recollection is that Judge Archbald did not do it.

The CHAIRMAN. That he did not do what?

Mr. WATSON. That he did not give me the introduction.

The CHAIRMAN. He did not give you the letter?

Mr. WATSON. He did not. I still have a recollection that Judge Archbald said that he had written a letter—that is, that he told me he had—to Mr. Loomis.

The CHAIRMAN. Do you remember when he told you that, that he had written it?

Mr. WATSON. It was right after I was over in the office looking up the record. Now, I have an indistinct recollection that that is what he said, that he would introduce me. In the first place, I never had met Loomis, and Loomis was coming to Scranton every two weeks, as remarkable as that may be, and he was around the clubs there; but I never happened to meet him, and I regretted that when I was talking about endeavoring to make a settlement, that I did not know Mr. Loomis, who was the man we would have to settle with. He was at the head of the coal department. Judge Archbald said, "Why, I know him very well, and I will give you a letter"—something of that sort. He never gave me the letter. Now, whether he wrote a letter or not, I don't know; but my recollection is that he told me that; but that did not make the meeting, because I have a carbon copy of the very letter that we had the meeting on right here, and I know when it happened, pretty nearly, now.

The CHAIRMAN. What is that paper you have?

Mr. WATSON. It is a carbon copy of a letter dated October 2, 1911.

Exhibit 86.

Mr. E. E. LOOMIS,
Vice President Delaware, Lackawanna & Western
Railroad Co., 30 West Street, New York City.

DEAR SIR: In relation to a matter existing between the Marian Coal Co. and your road and coal department, and also a claim against the traffic department of your road, which I have had under consideration here and with which I presume you are more or less familiar, I decided, after a conference with your Mr. Phillips, of the coal department, to ask for a meeting with you and the president of your road, Mr. Truesdale, if convenient, at the earliest time you could find your way clear to meet me, either in New York or Scranton. If you will kindly advise me either by wire or letter, I will hold myself in readiness to meet you on a few hours' notice.

I am, very truly, yours,

That is not signed, but it is my letter, and my carbon copy. The foregoing letter was subsequently marked by the stenographer "Exhibit 86."

The CHAIRMAN. What date is that?

Mr. WATSON. It is dated October 2, 1911.

The CHAIRMAN. What did you do after that letter? What happened?

Mr. WATSON. I think that is when the negotiations began with the Bolands. I think they came over, and we talked it over, and I told them what I had done, and, in fact, perhaps they knew that I was going to do this, and it was a busy week then. We talked a good bit about it, because I expected an answer to this letter saying when they would meet me, and I expected that meeting would take place on the following Monday, because I was advised by Mr. Phillips that Mr. Loomis would be in Scranton on that day, Monday or Tuesday, and there was more or less talk about it. Then, I had gone into the case far enough, if you will pardon me, to know that our claim for damages on account of the shipping charges was not in good shape to present to any company, and that brought the Bolands and myself together more or less during that week.

When we got up to about Thursday or Friday, Mr. C. G. Boland came in my office, and I called his attention to the fact that we would simply go before these people and they would laugh us out of the office; that we would have nothing to stand upon—that is, nothing definite to present to them—in relation to the rate business. He told me then that Henry Meeker, surviving executor of the firm of Meeker & Co., had a case that they had appealed and was going to be argued in the Commerce Court, and he could give me very little information about it, only what the newspapers said or what he had learned from somebody, or what Mr. Reynolds had said or what somebody else had said, and I could get no information about it. So I said to him, "Now, if my conclusions are right, and Mr. Loomis answers this letter, and Mr. Loomis comes to Scranton, he will expect to meet me, and I would like to have something to meet Mr. Loomis with." I said, "The only orderly way to do it is to study the Meeker case, and the only way to study the Meeker case is to get the briefs or get the record, and that is in Washington."

C. G. Boland said, "Well, go down and get it; go down and get it." After some considerable talk, I think the following morning—I am quite sure it was the next day—he came in and asked me if I could go to Washington. Now, as I recall it, that was on the 6th. I won't say the dates, but it was on Friday; I remember that; and I think the 6th day of October. If I am right, I sent a telegram that day, and I think that is the day. Now, I sent that telegram, and wrote it in my office on the day that it is dated, for this reason: I said to Mr. Boland, "It will be Saturday when we go to Washington, and if they do business in Washington as they did 10 or 12 years ago, when I knew something about it, they always go away on Saturday, and we will find the doors closed and locked; and how I can get into any clerk's office on Saturday I don't know."

The CHAIRMAN. That was in the good old days.

Mr. WATSON. Perhaps, Judge, that might be. I do not know how that was. I was here more than I have been in recent years. There was some talk about it, and finally it was decided that I would send this telegram to Judge Archbald. Now, I am just as sure as I am that I am here now that Mr. Boland suggested that I send it to Judge Archbald, because we knew him—we all knew him, and he was the only man I did know connected with any of those courts down there. So I wrote that telegram, which I can not exactly repeat, but I remember my wife at that time was down in the Pocono Mountains and I wanted to spend as much time as I could with her, and I did not want to come away and be gone on Sunday or over Sunday without letting her know. So I wired Archbald to wire me if he could meet me on Saturday, and to wire me at East Stroudsburg, and I went to Stroudsburg that day. Now, I either went to Stroudsburg at 1.40 or at 3.40, because those are the two trains going down there, and the only two after 10 o'clock in the morning, and from there I remember taking an early train, and I came to Washington.

To go back, when I got off the train at East Stroudsburg I received this, which I suppose is responsive to the telegram that I sent him. I presume I asked him what time and place, or something like that. I could see him in Washington, and he answered: "George M. Watson, East Stroudsburg." To go back, it is dated "Washington, D. C."—"Almost any time you wish."

Mr. FLOYD. What day of the month?

Mr. WATSON. That is dated "10/6/1911."

The CHAIRMAN. That is the 6th day of October, 1911, is it not?

Mr. WATSON. Yes, sir.

The CHAIRMAN. If you will hand me that, Mr. Watson, the stenographer will designate it.

The telegram above referred to was marked "Exhibit No. 85."

The CHAIRMAN. The envelope can be pinned to it.

Mr. WATSON. This envelope, I judge, was addressed by the boy. I see he has tacked on 20 cents.

The CHAIRMAN. Mr. Watson, will you look at this paper that I have here? It purports to be a telegram, dated October 6, 1911, and is referred to in the testimony heretofore given as "Exhibit No. 10-A." Look at that and see if you identify it.

Mr. WATSON (after examining paper). Yes, sir; that is my signature. I wrote it myself.

The CHAIRMAN. How does it read?

Mr. WATSON. I don't think I dated it, but it was dated about that day, I am sure.

The CHAIRMAN. Read it.

Mr. WATSON. "Hon. R. W. Archbald"—

The CHAIRMAN. With the date.

Mr. WATSON. The date is October 6, 1911.

Hon. R. W. ARCHBALD,

Judge Court of Commerce, Washington, D. C.:

Wire me East Stroudsburg what time to-morrow I can meet you in Washington.

G. M. WATSON.

The CHAIRMAN. And you say this telegram that you have just referred to, and which is now in the testimony as Exhibit No. 85, was the reply to that telegram that you have just read?

Mr. WATSON. I judge so, because it is the only one I received. It must be so. This is my telegram to him, surely.

The CHAIRMAN. Yes. Now, do you not know, having looked at this telegram, that the same man who signed "G. M. Watson" to that wrote that date, October 6, at the top of that telegram? Is it not the same handwriting?

Mr. WATSON. Well, it may be. I would not say.

The CHAIRMAN. Look at it.

Mr. WATSON. I did not look at it carefully.

The CHAIRMAN. You are familiar with your own handwriting. Did you write that "October 6"?

Mr. WATSON. Well, when I look at it again—

The CHAIRMAN. Look and see if you did not write that.

Mr. WATSON. What started me is because it is not the same colored ink as the body of the telegram. That is, it looks as if it might have been written at a different time. But I have no doubt but what I wrote "October 6," since I look at it now.

The CHAIRMAN. Is not that your handwriting—"October 6, 1911"?

Mr. WATSON. I think so. I think so; yes. I think that is right. It is so, I think. If not, I forgot to date it, and somebody did it.

The CHAIRMAN. Why did you say a while ago that you did not think that you wrote the date there, "October 6, 1911"?

Mr. WATSON. Because the ink did not look the same color to me; that is all; and I thought it had been dated at another time.

The CHAIRMAN. Look now, and see if that ink is not colored exactly like the "G. M. Watson."

Mr. WATSON. Well, I did not look at the "G. M. Watson" enough to know.

The CHAIRMAN. Perhaps a blotter was used, and it was not spread on quite so thickly in the case of the date.

Mr. WATSON. Now, pardon me a moment—

The CHAIRMAN. See if it is not the same.

Mr. WATSON. I have a little mist here; I will wipe my glasses, and then I can look at that more carefully. I am an expert on handwriting, and I can tell that in about a minute, as it impresses me, anyhow. [After examining paper.] Well, on reflection, I would say that it was the same color and written at the same time.

The CHAIRMAN. The whole, every word, from start to finish?

Mr. WATSON. Well, the body of the telegram looks darker to me, but I wrote it.

The CHAIRMAN. The body of the telegram is darker than your signature, is it not?

Mr. WATSON. It is darker than my signature and darker than "October 6."

The CHAIRMAN. The "October 6" and your signature seem to be exactly the same shade or color.

Mr. WATSON. They do; the same shade. Oh, there is no question about this telegram, Judge. I wrote it. It was written in my office and handed to—

The CHAIRMAN. I did not think so, but you expressed a little doubt in the beginning.

Mr. WATSON. There is no question at all about it.

The CHAIRMAN. I did not know how material it was; but still I thought it was well enough to have you bring out what is manifestly the truth about it.

Mr. WATSON. There is no question at all about it.

The CHAIRMAN. Now, you say that one of the Bolands talked to you before that decree was rendered about the Meeker case, did he not?

Mr. WATSON. I think they did; I think they talked about the Meeker case from the time that William Boland came in the case; he talked very frequently.

The CHAIRMAN. At the first conversation that the Bolands had with you about your employment did they not discuss the Meeker case with you? Is not that what you said?

Mr. WATSON. I think not.

The CHAIRMAN. When did they discuss the Meeker case?

Mr. WATSON. When Mr. W. P. Boland came over, when we were talking about it.

The CHAIRMAN. When was that?

Mr. WATSON. Oh, within two or three days.

The CHAIRMAN. That was before the decree was rendered in the Marian Coal Co. case?

Mr. WATSON. I would say so.

The CHAIRMAN. When and where was the Meeker case decided?

Mr. WATSON. Really, I do not know. I got the books down there on the 6th of October, and my recollection is that it was argued on the 8th of October.

The CHAIRMAN. Argued where?

Mr. WATSON. In the Commerce Court. I got these books from the clerk or a deputy marshal, or somebody who gave them to me down in the office there, and I brought them along. I remember reading it a day or so after I had been down here that it was argued; and it was in the New York papers.

The CHAIRMAN. Had it been decided when Boland mentioned the Meeker case to you?

Mr. WATSON. Had it been decided how?

The CHAIRMAN. Had the Meeker case been decided by the Commerce Court?

Mr. WATSON. My recollection is, from the examination that I made and from what he said to me, that the Interstate Commerce Commission had found in favor of Meeker and that the railroad company had taken an appeal.

The CHAIRMAN. To what court?

Mr. WATSON. To the Interstate Commerce Court, I presume, you know. I did not know then.

The CHAIRMAN. Do you remember the status of that case before the Commerce Court at that time?

Mr. WATSON. I do not.

The CHAIRMAN. You do not know when the decision of the Meeker case was reached in the Commerce Court, do you?

Mr. WATSON. I do not. I think, though—well, I do not know as to the decision. I know the argument was a few days after I was here. The case was argued, because I remember seeing it in the newspaper.

The CHAIRMAN. Did you not say you came down here to learn something about the Meeker case?

Mr. WATSON. I came down to find out what had been done. I did not know what the Interstate Commerce Court had done, except some little stuff you would read in a newspaper, and I thought I could get the record, and when I came they gave me these books.

The CHAIRMAN. Did you then find out what had been done in the Commerce Court?

Mr. WATSON. Why, surely. It was on appeal, waiting to be argued. These, I take it, are the paper books containing the case and its history.

The CHAIRMAN. Did you ever have any other conversation with Judge Archbald about this case of the Marian Coal Co. other than that you have mentioned?

Mr. WATSON. I have seen Judge Archbald so infrequently that I can not recall what we did talk about. He has been down here, and comes up on a flying visit, and I may meet him and talk about something, but I do not recall having talked with him about this case. It seems to me, though, that there was something said one time about my efforts with the Lackawanna; but what it was I could not gather now to tell you.

The CHAIRMAN. Mr. Webb desires to ask you some questions.

Mr. WEBB. Mr. Watson, have you a letter from the judge stating that this whole transaction was off and could not be settled?

Mr. WATSON. Have I?

Mr. WEBB. Yes.

Mr. WATSON. No, no.

Mr. WEBB. Did you ever get such a letter?

Mr. WATSON. No.

Mr. WEBB. Did you ever receive a letter from Judge Archbald in your life in reference to this matter?

Mr. WATSON. No; I did not know that Judge Archbald knew it was off, really. I did not know that he knew that I had failed. I never knew that—that he knew it—unless I told him casually. I never knew that he knew it. I knew that I had failed, but I did not know that he knew it.

Mr. WEBB. You know C. G. Boland, do you not, Mr. Watson?

Mr. WATSON. Yes; I know him very well. That is, I thought I did. I do not know whether I do or not.

Mr. WEBB. How is that?

Mr. WATSON. I thought I knew him very well, but I do not know.

Mr. WEBB. You think he is as good a man as you have in your county, do you not? Is he not a good man, a man of good character?

Mr. WATSON. I would rather not make comparisons.

Mr. WEBB. Is he not a man of good character?

Mr. WATSON. I do not know.

Mr. WEBB. You do not know? But it is your word against his now, and you have admitted here in the beginning that your memory is weak.

Mr. WATSON. I did not say any such thing.

Mr. WEBB. And that for the last year you can not recollect things; they are rather hazy to you, I thought you said.

Mr. WATSON. I did not say my memory was weak.

Mr. WEBB. What did you say about your memory?

Mr. WATSON. I said I did not remember as well as I did once.

Mr. WEBB. Then it is weaker than it was once?

Mr. WATSON. Yes; but I had a memory once that I did not have to have discounted in any way.

Mr. WEBB. It is not as good as it was, then?

Mr. WATSON. Perhaps it is when I get fired up a little; I think it is just as good as it was then.

Mr. WEBB. Well, let us get fired up, then.

Mr. WATSON. I think I can recall everything that happened in my life right now; but it will take an effort to do it, and if I go moving along, why perhaps I may make a mistake. I might get twisted on a date; I don't know how that would be. But I will remember you as long as I live; that is, unless something happens to me that has not yet. I have a very good recollection of faces and facts.

Mr. WEBB. That is because you are fired up now. A week from now you might not.

Mr. WATSON. No, sir; I am not fired up. You never saw me when I was illuminated.

Mr. WEBB. When you are what?

Mr. WATSON. When I get a little bit excited on these matters, sometimes I say things.

Mr. WEBB. I hope you will not get excited here.

Mr. WATSON. I will not, sir; I have too much respect for the committee.

Mr. WEBB. I do not care how many things you remember, just so you remember them.

Mr. WATSON. Yes, sir.

Mr. WEBB. The thing I am getting at is that Mr. C. G. Boland, who you say you thought was a man of good character until this investigation, testified that Judge Archbald told him over the telephone to come over to his office, and when he went over to his office you and he were there talking together and discussing this very transaction; that something was said about the fee, and you mentioned \$5,000 as being a proper fee, and the judge assented, saying that that was about right, and that you and he went down to this attorney—what was the name of that attorney? Anyway, it was suggested by Judge Archbald that that statement ought to be put in writing, and thereupon it was put in writing. Now, do you say that is absolutely false?

Mr. WATSON. I say that it is absolutely false, and I never heard of it in my life until I saw something of it in this record, and heard it here to-day—never. It could not have happened. Now, I qualify: I don't mean to say that I did not meet C. G. Boland in Judge Archbald's office, because that is a thing that I would not make note of. It may have happened, some time, that I met him there. It may have happened that he was there about this particular time. But the latter part of that question, that there was ever a discussion in the presence of Judge Archbald about my fee—either I was dumb and deaf, or it never happened there.

Mr. WEBB. Did Mr. C. G. Boland ever come into the judge's office and find you and the judge together?

Mr. WATSON. C. G. Boland?

Mr. WEBB. Yes; C. G. Boland, the man we are talking about now. Do you swear that you and Judge Archbald were never together in his office when C. G. Boland came in and found you there together?

Mr. WATSON. You say "never together"?

Mr. WEBB. Yes; at any time.

Mr. WATSON. I suppose I have been in Judge Archbald's office a thousand times. I have been practicing law for a good many years. Judge Archbald was a judge up there for 28 years.

Mr. WEBB. Do you think that is answering my question?

Mr. WATSON. No; but you say, "Did I ever"?

Mr. WEBB. Yes.

Mr. WATSON. Well, now, I don't know but what Boland was there a hundred times in Judge Archbald's office when I was there; but at this particular time I have no recollection of meeting Boland in Judge Archbald's office, and I am positive that he never was there.

Mr. WEBB. Do you remember your ever being in Judge Archbald's office in company with him, and C. G. Boland coming into the office at that time?

Mr. WATSON. No; I do not.

Mr. WEBB. Then it could not have been 100 times?

Mr. WATSON. Well, I say, I don't know but what he may have come in the office while I was there, sometimes, but in regard to this particular time I don't remember it if he did. But I would not deny it if Mr. Boland said that some time he had met me there. Maybe he did.

Mr. WEBB. Then maybe it was about the time this suit was being discussed.

Mr. WATSON. It was not, because there never was any such discussion; and if this discussion was a part of that visit, it is not so.

Mr. WEBB. Did you and the judge discuss it then?

Mr. WATSON. Never.

Mr. WEBB. What did you go to see him for, then?

Mr. WATSON. Judge Archbald?

Mr. WEBB. Yes, of course—Judge Archbald.

Mr. WATSON. Now, sir, I will tell you what I went to see him for.

Mr. WEBB. Let us have it.

Mr. WATSON. I tried to say to you that I went over there to get at the records, to find out the status of the Peale case. Now, that is what I went to the Federal building for that day.

Mr. WEBB. And C. G. Boland had suggested that you go there?

Mr. WATSON. He had.

Mr. WEBB. That is right?

Mr. WATSON. He had.

Mr. WEBB. And you went over to get it from the judge instead of from the clerk?

Mr. WATSON. I did not.

Mr. WEBB. What did you go for? You just said that that is what you went for, did you not?

Mr. WATSON. I said I went to the building for that purpose.

Mr. WEBB. The building?

Mr. WATSON. Yes, sir.

Mr. WEBB. Could you not get in the building without going to the judge's office?

Mr. WATSON. Yes, sir.

Mr. WEBB. What did you go to the judge's office for?

Mr. WATSON. Well, I might possibly go in and say, "Hello," or something like that. A man that I knew well, I might go in and say "Good morning, sir." I might go in and—

Mr. WEBB. Did you say "Hello" or "Good morning"?

Mr. WATSON. Well, sir, I can not recall; I do not recall that I went to his office that morning; but if I did go there I went there in a friendly way. I probably went there to ask him or to say to him that I had to bring this matter before the Lackawanna, and ask him if he could give me a letter of introduction or something. Maybe I did.

Mr. WEBB. Why did you want a letter of introduction from Judge Archbald, who then had a case pending in the Commerce Court in which the Lackawanna Railroad Co. was a defendant? Why did you want a letter from Judge Archbald to this man Loomis?

Mr. WATSON. This Peale case was not in the United States Commerce Court first, therefore I don't know that I went to Judge Archbald's office for that purpose, but I believe I said to Judge Archbald—this is my recollection of it now—that I regretted that I did not know Mr. Loomis; and he said, "I know him and will either give you a letter or I will speak to Mr. Loomis, or I will do something so that you can meet him."

Mr. WEBB. Was that the first time the judge had ever written a letter introducing you to a prospective purchaser or litigant?

Mr. WATSON. I do not think he ever wrote a letter introducing me to any purchaser.

Mr. WEBB. Before that time?

Mr. WATSON. Never, that I recall. I don't know that he ever wrote any letters for me.

Mr. WEBB. This is the first transaction of this particular kind that you ever had with the judge?

Mr. WATSON. Of what kind?

Mr. WEBB. Settling suits for litigants out of court, or trying to sell properties that were in litigation.

Mr. WATSON. It is the first time I ever tried to settle a suit of this kind out of court; yes; so then he could not have helped me.

Mr. WEBB. I understand. You need not argue the case for the judge; counsel will do that.

Mr. WATSON. What judge?

Mr. WEBB. The first man, though, that you went to see after this matter was put in your hands was Judge Archbald; is not that true?

Mr. WATSON. No, sir; it is not.

Mr. WEBB. Whom did you go to see?

Mr. WATSON. I went to see Mr. Searle, who was clerk of the court. I think Mr. Searle was clerk; if not, Mr. Scharr. I went in the office to look at the record of the Peale case and see where it was.

Mr. WEBB. And then from there did you go to the judge's office?

Mr. WATSON. The chances are, if I went to the judge's office that day, that I did.

Mr. WEBB. "The chances are, if you went"? That is not very definite.

Mr. WATSON. That particular day I don't know whether I went or not.

Mr. WEBB. If you will get "fired up" a little you may remember it. Mr. WATSON. I can not recall whether I went to the judge's office that day—an office that I go into very frequently, in a building that I am in every day. I can not recall that.

Mr. WEBB. Do you know whether you went to the clerk's office before you saw the judge or not?

Mr. WATSON. I am quite sure that I did.

Mr. WEBB. Would you not want to get an introduction to Mr. Loomis before you began to look up the case?

Mr. WATSON. I don't think it would be necessary for me to do that. Mr. WEBB. Can you tell when it was you saw the judge when you discussed this case?

Mr. WATSON. It may have been that day, and it may have been the next day, or it may have been the next day. It was within two or three days of the time that I went to the clerk's office. It may have been the day I went to the clerk's office.

Mr. WEBB. Did you ever tell him what fee you were going to get out of it?

Mr. WATSON. I do not think I ever spoke of the fee to him in my life.

Mr. WEBB. Will you swear you did not?

Mr. WATSON. I think so; yes, sir. I can swear to that.

Mr. WEBB. You think you will swear to it?
 Mr. WATSON. Yes, sir; I can swear to it.
 Mr. WEBB. That you never mentioned the fee to him?
 Mr. WATSON. Not that I recall. I can not recall ever talking with him about fees.
 Mr. WEBB. Your memory is all right now, is it?
 Mr. WATSON. It is all right on fees; yes. When you say "fees" to me I remember it.
 Mr. WEBB. How long have you known Williams intimately?
 Mr. WATSON. Well, I don't know him intimately now. I know him as a man that I have met on the street. I have talked with him to say "Good morning," and he has said that same thing to me for years. I knew him when he worked, I think, for the Lackawanna, and perhaps for the Joneses.
 Mr. WEBB. Did not one of the Bolands tell you that Mr. Williams had suggested you as a proper person to carry on this transaction?
 Mr. WATSON. That Mr. Williams had suggested me?
 Mr. WEBB. Yes.
 Mr. WATSON. No; I am sure of that. Mr. Williams would not appeal to me, anything that he might say.
 Mr. WEBB. The Bolands say that you would not appeal to them, either, as a lawyer.
 Mr. WATSON. Well, that may be.
 Mr. WEBB. They say the reason why they got you was because Williams had suggested you.
 Mr. WATSON. They thought I was a friend of Williams's?
 Mr. WEBB. I do not know what they thought.
 Mr. WATSON. Oh, I see.
 Mr. WEBB. Did either one of the Bolands tell you that they had come to you on account of what Williams had told them?
 Mr. WATSON. They did not.
 Mr. WEBB. They did not?
 Mr. WATSON. No, sir. The Bolands never have attempted to insult me in my own town, and if they would come with any such statement as that I have a way of getting them out of my office very quickly.
 Mr. WEBB. Do you mean you would have been insulted if—
 Mr. WATSON. If anyone would come to me and talk about my being associated with Ed. Williams upon any subject I would deny it, sir.
 Mr. WEBB. The judge seems to have associated somewhat with Williams, and he was not insulted.
 Mr. WATSON. I can not help Judge Archbald's picking his associates; it is none of my business.
 Mr. WEBB. But you pick yours outside of Williams?
 Mr. WATSON. I do, sir. I just push those gentlemen off to one side. They can't do business with me.
 Mr. WEBB. So if Williams suggested you were a good lawyer to fix up this matter, he was "butting in"?
 Mr. WATSON. Well, I suppose I would deny it.
 Mr. WEBB. You would?
 Mr. WATSON. Maybe so; I don't know.
 Mr. WEBB. I will not disagree with you on that.
 Mr. WATSON. I have always managed to keep the wolf from the door up there without associating with him.
 Mr. WEBB. When was the Federal court established at Scranton?
 Mr. WATSON. I ought to know; I got clubbed around pretty well at that time. It was about 12 years ago, I would say.
 Mr. WEBB. Is that as definitely as you can say? Was it in 1900?
 Mr. WATSON. I will tell you. The bill was signed on the 4th day of March, 1901, I think.
 Mr. WEBB. Then that is when it was established.
 Mr. WATSON. Now we will get back to dates. I believe Judge Archbald was appointed the next day or so, and he took his seat on the bench as soon as he could thereafter. Now, that is my recollection of it. I remember I was in this city when the bill was signed.
 Mr. WEBB. Were you a candidate for the judgeship?
 Mr. WATSON. Not seriously. I had gotten that taken out of my blood before.
 Mr. WEBB. You were just in a receptive mood? You would have taken it if it had been thrust upon you?
 Mr. WATSON. Well, I had been at one time; yes. I had been quite receptive up to a certain time.
 Mr. WEBB. There has been a very small docket there ever since, has there not? It has been a very small court, with very small litigation?
 Mr. WATSON. Oh, I would not want to belittle the court; no; I would not say that. I would not say it was a small court, for they have had some very—well, some important litigation, at least.
 Mr. WEBB. What is the most important litigation you ever had in that court?
 Mr. WATSON. In that court? Well, sir, I don't like to say what I have done in that court. I defended a man, by appointment, for selling whisky to Indians. That is one case I had there. That was a very important matter. As a matter of fact, I have not practiced in the Federal court since Judge Archbald has been on the bench.
 Mr. WEBB. Then you have been thrown with him very little in a legal way?
 Mr. WATSON. Well, there were reasons why I did not at that time. I don't care to discuss them here. They were personal reasons.
 Mr. WEBB. You have had very little practice in that court, and the only case you can remember is that of defending a man for selling whisky to Indians?
 Mr. WATSON. No; I have tried half a dozen. I have tried a dozen cases there, perhaps. I do not recall them now.
 Mr. WEBB. Were all of them liquor cases?
 Mr. WATSON. I remember one case, somebody against—it was a small matter, anyhow. I think I tried an insurance case there; not very much. I have not tried as many cases in the United States court since Archbald has been there as I did before. I was trying quite a good bit there before that time.
 Mr. WEBB. There was no court there?
 Mr. WATSON. Oh, yes, there was—oh, yes. That court was established about 25 years ago—23 or 24 years ago.
 Mr. WEBB. Was it abolished?
 Mr. WATSON. It was not. The court came there from Pittsburgh and met and had its regular terms in Scranton for a number of years.
 Mr. WEBB. Oh, yes; but they did not have a judge?
 Mr. WATSON. They did not have a judge; no.
 Mr. WEBB. When you went to see the judge did you ask him to write you a letter to Loomis, or did he volunteer it? "Fire up" a little on that point.
 Mr. WATSON. I could not tell you that.
 Mr. WEBB. That is very important for us to know.
 Mr. WATSON. I could not tell you whether he volunteered it or not; but I think that the statement I made, that I did not know Mr. Loomis, brought forth some response from Judge Archbald. It was either that "I know him very well," or "He comes here very frequently," and I

asked him to write that letter for me, or he said, "I will introduce you to him," or something like that.
 Mr. WEBB. He never introduced you to him, anyway?
 Mr. WATSON. He never did. He may have written the letter. I don't know how that was.
 Mr. WEBB. Did he write the letter?
 Mr. WATSON. Well, now, I don't know.
 Mr. WEBB. Did he ever tell you he had written it?
 Mr. WATSON. I think he has said something about writing a letter.
 Mr. WEBB. You are sure about that, are you?
 Mr. WATSON. Yes; I am quite sure that he told me he had said something to Loomis. Now, he either told me he met Loomis or he had written a letter to him.
 Mr. WEBB. That he had met Loomis?
 Mr. WATSON. He told me one or the other of those things. I can't recall now whether it was meeting Loomis or whether he wrote the letter to him.
 Mr. WEBB. You explained what you wanted to do to the judge; you explained to him that you wanted some intercession, or wanted to meet Loomis; you explained that you wanted to sell or unload this coal washery on the Lackawanna Railroad and settle the Commerce Commission case, and that you needed Loomis's influence, or you had to reach Loomis in some way or other?
 Mr. WATSON. To put it in that way, I don't think I did.
 Mr. WEBB. Is that the substance of it?
 Mr. WATSON. It was substantially this: That I needed an introduction, or at least I thought I did, to Mr. Loomis; and I could have had it from a hundred men in Scranton just as well as from Judge Archbald.
 Mr. WEBB. You say you journeyed all the way from Scranton, Pa., down here, to get these few little paper books?
 Mr. WATSON. Yes, sir; I did.
 Mr. WEBB. And telegraphed Judge Archbald before you would come?
 Mr. WATSON. Yes, sir; I did.
 Mr. WEBB. Did you think he was the custodian of papers of that kind?
 Mr. WATSON. I knew he was not.
 Mr. WEBB. You knew he was not?
 Mr. WATSON. Yes, sir.
 Mr. WEBB. What did you want to know if he was in Washington for, and if he could meet you at a certain hour?
 Mr. WATSON. I did not say a certain hour, I think.
 Mr. WEBB. You wanted to know what time, what hour, he could meet you, did you not?
 Mr. WATSON. I don't know that I did. I asked if he could meet me—what day; if he would be here that day, Saturday. I didn't know what time I would get here.
 Mr. WEBB. Your language is, "Wire me East Stroudsburg what time to-morrow I can meet you."
 Did you think that telegram was necessary to know what time you could meet him to get those two little paper books you speak of there?
 Mr. WATSON. Yes; I thought so.
 Mr. WEBB. Those briefs?
 Mr. WATSON. Yes, sir; I thought so.
 Mr. WEBB. Why did you not write down here and get them, and save a whole lot of expense and time?
 Mr. WATSON. Because I expected to meet Mr. Truesdale and Mr. Loomis on Monday, and this was on Friday, and I could not get the books back there in time, and I wanted to familiarize myself with the Meeker case so that I could talk rates. I never had had anyone with intelligence enough to talk about the rates to me.
 Mr. WEBB. What did you want to see Judge Archbald in connection with it for? Could you not go to see Truesdale—he was president of the road, was he not?
 Mr. WATSON. Yes, sir.
 Mr. WEBB. What did you want to come down here and see Judge Archbald for?
 Mr. WATSON. I think Mr. Boland—Mr. C. G. Boland—suggested that we wire Judge Archbald, because I said I knew no one connected with the court.
 Mr. WEBB. You honestly did not think you could get into the court and get these records without the judge being here?
 Mr. WATSON. I did not, on Saturday; no; I did not think so.
 Mr. WEBB. On Saturday?
 Mr. WATSON. No. And I want to say right now to you that there was only one man there in that place when I went there, except Judge Archbald—only one man, floating around there, doing something, and I don't know what his business was. Finally another man came in, and the judge called him in and introduced him to me, either as the clerk or a marshal or a deputy somebody, and then I asked him about these books, and he went in and got them.
 Mr. WEBB. You asked whom?
 Mr. WATSON. This man that came there. Now, there was no one in the building.
 Mr. WEBB. After you had come down from Scranton to Washington to get two books, you did not even ask the judge for them, did you? You asked this other man?
 Mr. WATSON. I think I did. We stood there talking, and I think the judge asked him for them. I am not sure about that.
 Mr. WEBB. Can you not be sure whether you asked the marshal or the clerk to get these books, or whether the judge did?
 Mr. WATSON. I know somebody got these books for me that was not Judge Archbald. Now, I don't know who it was. I know that he was introduced to me by Judge Archbald, and I presume that I asked him to get the books. Now, if I did not ask him to get the books, perhaps Judge Archbald said, "Mr. Watson wants the briefs in that case," or something like that. Now, that may have been said there.
 Mr. WEBB. How long did you and the judge discuss matters when you saw him in response to this telegram?
 Mr. WATSON. When I came down?
 Mr. WEBB. Yes.
 Mr. WATSON. We talked about Mrs. Archbald for a while, and we talked about the weather. It was raining right good and sharp, I remember. We talked about a few other things; but to talk about these books or this case, I should judge it would consume about five minutes, or two minutes, maybe.
 Mr. WEBB. Did you tell him you were going to meet Truesdale the following Monday?
 Mr. WATSON. I don't think so.
 Mr. WEBB. What do you say?
 Mr. WATSON. I don't think so.
 Mr. WEBB. You came down here from Scranton to get these books because you were going to meet Truesdale next week about a matter in which the judge had recommended you to Loomis, and you did not even tell him you were going to meet him?

Mr. WATSON. I don't think I did.
 Mr. WEBB. You did not tell him what you wanted the books for, did you?
 Mr. WATSON. Oh, well, we may have talked about it. I may have said: "I am going to meet the Lackawanna folks," or something like that.
 Mr. WEBB. When you come to these important matters can you not remember a little better? Did you do it?
 Mr. WATSON. Well, it is a matter that of course I did not charge my mind particularly with, but I have no doubt in my mind—
 Mr. WEBB. You charged your mind with knowing that you did talk about Mrs. Archbald and the rainy weather.
 Mr. WATSON. That would be the thing that I would naturally talk about—something that he was interested in and that I would be interested in.
 Mr. WEBB. You remember that, though?
 Mr. WATSON. Why, sure; I naturally would talk about it.
 Mr. WEBB. Your business here was looking after this particular case, and you can not tell the committee whether or not you discussed this case with the judge and told him that you were to meet Truesdale the following Monday; can you?
 Mr. WATSON. I came down here, not to discuss the case I was settling with the Lackawanna, but to get the information that had been brought out before the Interstate Commerce Commission. That is what I was here for.
 Mr. WEBB. Yes; and you got it all in these two little briefs?
 Mr. WATSON. Such is the case.
 Mr. WEBB. And you got the judge to get them for you, or got them in his presence, and never told him what you were going to do with them?
 Mr. WATSON. I assume I may have said, "I am going to try and settle it, and I wanted to get familiar with the Meeker case."
 Mr. WEBB. Why do you assume it? You are on your oath now. Did you do it?
 Mr. WATSON. Well, I can not tell you.
 Mr. WEBB. You can not tell?
 Mr. WATSON. I can not.
 Mr. WEBB. You will not even assume that, then?
 Mr. WATSON. I can not say positively that I said to him that I was going to settle that case on Monday, or expected to meet these people on Monday; but it is a hundred to one that I did say something of that kind.
 Mr. WEBB. A hundred to one?
 Mr. WATSON. Yes.
 Mr. WEBB. That is pretty big odds; is it not?
 Mr. WATSON. But I can not remember. I don't remember that I called him off in one corner and said: "I am going to meet the Lackawanna people Monday," or anything like that. I don't think I ever did that.
 Mr. WEBB. I said nothing about your calling him off in a corner.
 Mr. WATSON. I don't know what we said. We talked along the same as people that are reasonably honest would talk?
 Mr. WEBB. Reasonably honest?
 Mr. WATSON. Yes; and we don't charge our minds with everything we say, either.
 Mr. WEBB. Exactly; but you charged your mind with the part about the rainy weather and the part about Mrs. Archbald?
 Mr. WATSON. I remember that, because I got most beautifully wet.
 Mr. WEBB. Let me ask you this question: Is it not the fact that you have not charged your mind about this matter because you did come down here to see him and tell him the negotiations were hanging up, and that he must do something to help you?
 Mr. WATSON. If I ever said that, sir, I want to meet my God above and have him condemn me forever; if I ever said to Judge Archbald, "I am sinking and you must save me"; if I ever said to him, "You must help me to settle a case." I never said it in my life to any man living, not only Judge Archbald. I never pin my faith on a single man—never.
 Mr. WEBB. How many do you pin it to?
 Mr. WATSON. To enough so that I know I am going to get something in return.
 Mr. WEBB. Did you leave Washington the same day?
 Mr. WATSON. I did, at night.
 Mr. WEBB. At night?
 Mr. WATSON. Yes, sir; and I went to New York.
 Mr. WEBB. On the following Monday you met Truesdale?
 Mr. WATSON. Oh, I don't know now; it may have been Tuesday. It was Monday or Tuesday. It was right on the heels of this that I met him right there.
 Mr. WEBB. It was Monday or Tuesday, you say?
 Mr. WATSON. I think so.
 Mr. WEBB. You went from here to New York?
 Mr. WATSON. I did.
 Mr. WEBB. Do you know what day you got to New York?
 Mr. WATSON. I do. It was on the Sabbath of the Lord.
 Mr. WEBB. The Sabbath of the Lord?
 Mr. WATSON. Yes, sir.
 Mr. WEBB. All Sabbaths are the Sabbaths of the Lord, are they not?
 Mr. WATSON. Yes; some of them. In New York they are. I don't know how they are down here.
 Mr. WEBB. Then do you remember whether you saw Truesdale on the day following the Sabbath, or was it Tuesday?
 Mr. WATSON. Well, now, I know my movements and I can tell you. I went from New York the following morning.
 I went to New York because it was late that night, and I stayed there that night. I could not get home from Philadelphia, and I had to go to East Stroudsburg. I went up there on Sunday morning some time. I went to Scranton, I think, perhaps, Monday morning early, and maybe Sunday night—there are two trains that I used to go up on—and I went to my office. Now, I imagine that Loomis came in there on Monday afternoon, and it would be Tuesday morning if that is true.
 Mr. WEBB. That was in New York?
 Mr. WATSON. No, no; in Scranton.
 Mr. WEBB. You imagine, then, you saw Loomis Tuesday morning?
 Mr. WATSON. I think it would be about Tuesday morning. I know it was right after this.
 Mr. WEBB. Are you willing to swear it was Tuesday morning?
 Mr. WATSON. Well, how can I charge my mind and carry along whether it was Tuesday morning or Wednesday morning or Monday morning? I can not do it. It was within a day or so of this.
 Mr. WEBB. All right. Was Truesdale there?
 Mr. WATSON. Yes; yes.
 Mr. WEBB. And who else?
 Mr. WATSON. Why, Phillips; I remember seeing him.
 Mr. WEBB. Phillips was there?

Mr. WATSON. I think Mr. Phillips introduced me to Mr. Loomis. I had met Mr. Truesdale before. I think Mr. Phillips introduced me to Mr. Loomis.
 Mr. WEBB. You knew Truesdale; you had met him, and you were not at a disadvantage with him like you were with Loomis?
 Mr. WATSON. Well, yes; at some banquet or some meeting or, other I was introduced to him, some time.
 Mr. WEBB. How many times did you talk to him about this matter?
 Mr. WATSON. Truesdale?
 Mr. WEBB. Yes, sir.
 Mr. WATSON. I never met him on this matter, except the one day; that is, that morning when we did meet there.
 Mr. WEBB. How long before that time was it that you saw him?
 Mr. WATSON. Well, now, it may have been when they opened the depot at Scranton; it may have been at some function where they had given a banquet or something of that kind.
 Mr. WEBB. Do you remember ever speaking to him about this case?
 Mr. WATSON. No.
 Mr. WEBB. Except in the conference?
 Mr. WATSON. Oh, no.
 Mr. WEBB. Then you had not spoken to him about it before you came down to Washington to see the judge?
 Mr. WATSON. No; I never talked to Mr. Truesdale on coal at all.
 Mr. FLOYD. Mr. Watson, when you left Washington you went from here to New York, did you?
 Mr. WATSON. Yes, sir.
 Mr. FLOYD. What was your mission or business in New York?
 Mr. WATSON. I did not have any business there. I went to New York in order to get home.
 Mr. FLOYD. That was on your way home?
 Mr. WATSON. Oh, my way home would have been to have gotten off at Philadelphia and gone up from Philadelphia to Stroudsburg. My wife was on the mountain at Stroudsburg. We had broken up house-keeping for several months, and they were out on the mountain, and I had to go to Stroudsburg over the Lackawanna. The Belvidere division of the Pennsylvania Railroad runs infrequent trains, and I could not find out if I could get up at all for the first 100 miles from Stroudsburg; and knowing the line from New York runs trains daily, and what they were, I went to New York and got there at midnight, and I went to bed, and got up the next morning and took the most convenient train for East Stroudsburg.
 Mr. FLOYD. Did anyone accompany you to New York?
 Mr. WATSON. No; no. I was all alone.
 Mr. FLOYD. You met Mr. Loomis and Mr. Truesdale in Scranton later?
 Mr. WATSON. Yes, sir.
 Mr. FLOYD. What did you offer them this property for; what consideration?
 Mr. WATSON. \$161,000.
 Mr. FLOYD. \$161,000?
 Mr. WATSON. Yes, sir.
 Mr. FLOYD. What did the Bolands agree to take for the property when they made the agreement to pay you \$5,000?
 Mr. WATSON. Well, now, that will require some little explanation.
 Mr. FLOYD. No; that will not require any explanation.
 Mr. WATSON. Why, they agreed to pay, after we had gotten through—
 Mr. FLOYD. I want the first of it.
 Mr. WATSON. First, \$100,000.
 Mr. FLOYD. At the time you said they agreed to pay you \$5,000 for your services.
 Mr. WATSON. \$100,000.
 Mr. FLOYD. That is the point I wanted to get you to state.
 Mr. WATSON. Yes, sir.
 Mr. FLOYD. And out of that \$100,000, if the deal was closed and a sale effected, you were to receive \$5,000?
 Mr. WATSON. Yes, sir; they were to give me \$5,000 for doing the business; that is it.
 Mr. FLOYD. You never put that \$100,000 proposition up to these railroad people at all, did you?
 Mr. WATSON. No, sir; I never did.
 Mr. FLOYD. Will you explain why it was that you did not?
 Mr. WATSON. From the first time that the price was fixed at \$100,000, the property that was to be passed had changed very materially. There were different things to be done with it, and then when they offered this property first there was no two-thirds interest offered. The Marian Coal Co. in its entirety was offered to me.
 Mr. FLOYD. For \$100,000?
 Mr. WATSON. For \$100,000. That would include the suit—well, I may say the suit; yes. There was the Peale matter; Mr. Peale had \$16,000, which was admitted. Mr. Peale finally got a judgment stated for thirty-odd thousand dollars, \$34,000, or something like that. Now, that was hanging fire over there, and I didn't know that that was a part of this transaction when I first undertook to handle this for \$100,000. Now, there was another thing that I didn't know, and that is that one-third of this stock that represented the Marian Coal Co. was in Mr. Peale's hands and belonged to him. That is two things that I didn't know about. The first, the increased indebtedness, the \$16,000, I did get an idea of before we got very far along with it. But the larger amount, this \$18,000 more added to it, I did not get that, you know, until the decree was—not the decree; until the judgment was entered, which was long after I had gotten out of the matter. Now, I did not know what that litigation was. Then there was another thing that I did not know. I did not know that the Bolands had any dispute of title over there, which they did have finally, and that the Lackawanna claimed a good, sizable interest in this dump. Now, I did not know that. Then, when I brought that to Mr. Boland's attention, and he began to see his \$100,000 being carved out by \$16,000, by a third interest of the Peales, and by a quarter interest of the Lackawanna, it began to get him down so that he would have trouble getting home on the proceeds; and therefore we agreed or he agreed to raise that to the \$161,000, and I was to make that up on the rates. That is what was to happen.
 Mr. FLOYD. Which one of the Bolands agreed to that?
 Mr. WATSON. My recollection is that there was only one Boland that talked about railroad rates, and that was W. P. Boland. The conversations I had with him about railroad rates were when he had the papers there and could show from the papers what had been going on and the discrimination in the rates. Now, I am quite sure he would come to my office, and we would go over that. I imagine it was no one but Mr. W. P. Boland. I never talked about rates with C. G. Boland, because he knew nothing about them.
 Mr. FLOYD. You say you imagine it was W. P. Boland?
 Mr. WATSON. Yes; alone.
 Mr. FLOYD. What is your memory about it?

Mr. WATSON. Oh, I think it was—no one else.

Mr. FLOYD. You think it was W. P. Boland?

Mr. WATSON. Yes; I am sure C. G. Boland was never present when we talked railroad rates, because he knew nothing about it and confessed it.

Mr. FLOYD. Did you not tell the committee just a few moments ago that you yourself did not understand about these rates, and that you arranged to come down to Washington to get these briefs in order that you might study up a particular case in order to get knowledge of those rates?

Mr. WATSON. No, no, no.

Mr. FLOYD. And then did you not testify that you left Washington after you had your interview with Judge Archbald, went home by way of New York, because you were able to get there quicker in that way, or you were led to understand you could, and then went from there home, and then, just in a day or two after that, you met Loomis and Truesdale in Scranton and made this proposition to them, which they refused? Did you not testify to that?

Mr. WATSON. Yes, sir; I say that I read that book through three or four times.

Mr. FLOYD. When did this great time intervene after you learned something about rates up to the time that you made this proposition, so that you changed the proposition, or that Boland changed the proposition, and you added \$60,000?

Mr. WATSON. Oh, no; that is wrong. You don't understand me. This \$161,000 was a price that was agreed upon possibly two or three weeks before I went to New York. I knew what I had to ask them, and that was the reason I did not have the data. I did not know what the court had done in the Meeker case. That was a rate case of anthracite coal growing out of occurrences within 16 or 20 miles of where this place was located.

Mr. FLOYD. That was a case entirely separate from and independent of the Boland case, was it not?

Mr. WATSON. Oh, my, yes.

Mr. FLOYD. All you got out of that case was the decision of the court and the evidence.

Mr. WATSON. Oh, not much evidence.

Mr. FLOYD. By comparison of that case with the facts in this Boland case you expected to get some information that you did not possess in regard to this rate matter?

Mr. WATSON. Yes, sir; I wanted to know how they handled a case of this kind.

Mr. FLOYD. William P. Boland did not know anything about rates?

Mr. WATSON. Oh, he did. He told me the best he could. I may have been dull and did not get hold of it right—I do not know—but he told me many times about the rates. I think Boland had fortified himself well—W. P. Boland. I think he did know about the rates, and he knew the distance and the differences, and he knew where they had charged a little more for one distance than for another.

Mr. FLOYD. What is your explanation of coming down to Washington to see Judge Archbald to see about finding out the rates?

Mr. WATSON. I did not come to Washington to find out the rates from Judge Archbald. I came to get these books, because that Meeker case was a decision directly from the court. It was not the opinion of a layman.

Mr. FLOYD. That was the decision of the commission?

Mr. WATSON. Of the commission, people who are especially charged to examine these cases and make a report on them.

Mr. FLOYD. When did you get the time to study those books after you came to Washington before you met Mr. Truesdale and Mr. Loomis?

Mr. WATSON. There is one of them I did not study much, but there is one that I did—one of those books. I got the findings of the commission pretty well. I had another one something like that [indicating]; I think one of these is either amended or it was an amendment. There was a little more in one of them, perhaps.

Mr. FLOYD. Mr. Watson, did you not state right at the beginning of your testimony that the Bolands first fixed \$100,000?

Mr. WATSON. They did.

Mr. FLOYD. And that you finally whittled it down, and discovered that fifty or sixty thousand dollars was as much as they could possibly obtain or expect, and that you could recommend a proposition for them to sell at fifty or sixty thousand dollars? Did you not state that?

Mr. WATSON. I do not recall that I ever recommended them to sell it for fifty or sixty thousand.

Mr. FLOYD. Did you not state that?

Mr. WATSON. No; I do not think so. I never heard fifty or sixty thousand dollars until Col. Phillips testified to it.

Mr. FLOYD. Did you not state in your testimony here to-day that at first the Bolands claimed damages by reason of rates, and of these other damages—

Mr. WATSON. Now you are speaking of rates.

Mr. FLOYD. Coal and certain other things; not rates altogether, but their entire claim was \$100,000?

Mr. WATSON. Yes, sir.

Mr. FLOYD. And you finally whittled it down to about sixty thousand?

Mr. WATSON. Yes; that is, rates; that is, in relation to the rate matters.

Mr. FLOYD. When did you do that whittling down?

Mr. WATSON. That was, perhaps, while I was working at the case, within a week or so of my coming down to New York. I was quite busy on this case for a week.

Mr. FLOYD. Within a week or so of your coming down to Washington?

Mr. WATSON. To Washington; yes. It was during that period when we knew, or expected to meet these people; that is when we were doing that.

Mr. FLOYD. If you had that whittled down before you came down to Washington, until, in your judgment, they would not be warranted in claiming more than fifty or sixty thousand dollars by reason of this price, then let me ask you again to explain why it was that you left Washington, went by way of New York home, met Truesdale and Loomis in Scranton, and asked \$160,000 or \$170,000 for this property?

Mr. WATSON. I can explain it to you very quickly. There was a certain price fixed on this washery and there was a certain price fixed on the rates. Those two together, as they were originally put up, would amount to nearly a half a million dollars. I can not give you the exact figures, but pretty near that. When we got at the rates, and I found that the punitive damage idea would have to be done away with, we reduced it by maybe three or four—I have forgotten, but it was about one-third or one-fourth of the amount that they asked in the rate war. That put it down, I say, to fifty, sixty, or seventy thousand dollars—somewhere along there, whatever it was—and that, added to what they claimed the washery was worth and they could sell it for—I had Mr. Boland show me a proposition to buy for \$90,000—so my judgment was not as good as some coal man's judgment who said he would give them \$90,000, and I had every reason to believe perhaps it

was so, and therefore we added it together and it made \$161,000, and that is the only price I ever had, the only price I was ever authorized to offer the land for to the Lackawanna road, and I offered it at that price.

Mr. FLOYD. I understood you to say, since I have been questioning you here, that the first price offered was \$100,000.

Mr. WATSON. That is right.

Mr. FLOYD. And that you were to have \$5,000 of that in case the deal was made?

Mr. WATSON. Yes, sir.

Mr. FLOYD. Did you not think you could sell it to the Lackawanna road for \$100,000 easier than you could for \$160,000?

Mr. WATSON. That did not dispose of the rate business. There was nothing in the rates then. The rates was another matter.

Mr. FLOYD. I thought you stated it was to settle all these cases.

Mr. WATSON. Not for \$100,000.

Mr. FLOYD. The Peale case?

Mr. WATSON. The Peale case.

Mr. FLOYD. And everything?

Mr. WATSON. The Peale case and the colliery were to be turned over to them for \$100,000; the washery and the coal dump and their leases; and then, when I examined that, I found a quarter interest, or such a matter, whatever it was, claimed by the Lackawanna. This coal dump, if you will pardon me, was made at three different times and by three independent operations. I did not know that when I was first negotiating for this, but it seems that Mr. Felts dumped some of it by an earlier mining. Then came the Lackawanna, and they dumped some of it; then came some one else, and they dumped some of it. During that time Mr. Felts, who was the former owner of the fee—something had happened to him in a financial way, and he was obliged to take a nephew, a Mr. Hoysradt, or somebody, in there, and there was another dispute about that, Mr. Hoysradt's interest, Mr. Felts' interest, and the Lackawanna Railroad's interest.

When we got through talking about that it shrunk up the Bolands' interest, and then they claimed that did not amount to anything. I did not know whether it did or not.

Mr. FLOYD. When who got through talking about it?

Mr. WATSON. Boland and ourselves; we were discussing that for a long time.

Mr. FLOYD. I thought you said the Bolands claimed it did not amount to anything?

Mr. WATSON. They did.

Mr. FLOYD. Who told you it did amount to something? Where did you get the information?

Mr. WATSON. Because I knew it, as a matter of fact, living in the community, that Mr. Felts owned that. I asked Mr. Felts' executor about that; I recall mentioning the fact to him, and asking him what the business was down there, and he could not tell me definitely what it was. Then I knew from the Lackawanna people. I remember a lawsuit about it, and all that kind of business. When I came to go into the details about it, I recalled it readily, that there was a disputed claim there. I talked with Mr. Phillips a good many times, four or five times, perhaps, before I went down to New York. It was during that period of, say, approximately two or three weeks, that I was talking with Mr. Phillips, trying to get an arrangement. Mr. Phillips had an estimate made of the pile, and told me it was only worth \$14,000. I would naturally sit up and take notice, when I was offering it for \$100,000, and he said it was worth \$14,000.

Mr. FLOYD. That is what I can not understand, Mr. Watson, when you had a contract to sell the property and settle this difficulty between these parties at \$100,000, that when you ascertained that various complications had arisen, and somebody else owned one-third interest, you raised the price instead of lowering it.

Mr. WATSON. When we had the contract for \$100,000, I say there was no rate discussed. There was no interstate-commerce business discussed. I never heard of that until after I had been in the case and examined all the papers.

Mr. FLOYD. After this rate matter was added to it and you were trying to sell the property for \$161,000, did you have any change in your contract about your \$5,000 fee?

Mr. WATSON. No; there was not anything there. I knew where the money was going; it was going to pay Peale and some of those people.

Mr. FLOYD. There was not any change made in the fee?

Mr. WATSON. There was not.

Mr. FLOYD. Did you have any contract with Peale?

Mr. WATSON. I do not know him. I simply knew the father, out there in Clearfield somewhere.

Mr. FLOYD. At whose instance were you seeking to take care of Peale and to take care of these people who owned the one-third interest in the Marian Coal Co. if you had no negotiations with the claimants?

Mr. WATSON. Let me get that question.

Mr. FLOYD. As I understand you, the rate matter was not considered in the original transaction?

Mr. WATSON. When I first talked with Christy Boland, and the \$100,000 was mentioned, and the \$5,000 fee compensation, there was no talk about the rate matter.

Mr. FLOYD. That is the way I understand you. But later, on investigation, and by refreshing your memory, you came into the knowledge of the fact that other parties had interests in the property, and that there was some question about some of these coal dumps. You have detailed a lot of incidents. Then this rate matter was interjected into it, and you figured out then that it would take \$161,000 to cover the entire interest. Is that right?

Mr. WATSON. When you say I figured out then, that is not true.

Mr. FLOYD. Boland figured out?

Mr. WATSON. I was instructed then that \$161,000 would be the price to clean up all the differences between the companies, and that Mr. Peale was to be taken care of out of the \$161,000.

Mr. FLOYD. By whom were you so instructed?

Mr. WATSON. By the people who employed me, either Christy Boland or Will Boland.

Mr. FLOYD. Which one?

Mr. WATSON. I could not tell you. The chances are that all of the rate business was talked by Will Boland, because I do not ever recall talking rates with Christy Boland, because he did not know them.

Mr. FLOYD. Do you have any recollection about that? Is it possible that an item of \$60,000, your contract changed to your disadvantage—

Mr. WATSON. No; it was not to my disadvantage; I had the same fee.

Mr. FLOYD. Would it be to your advantage, if your fee depended upon the sale of the property, to raise it from \$100,000 to \$161,000? Did not that lessen your chances to float the property and get your \$5,000?

Mr. WATSON. This Marian Coal Co., when we got down to the going to the company, and the Lackawanna Co., was simply used as a vehicle to carry all the burdens of the Bolands in there, and get them all settled at one time. I knew when I went over to the Lackawanna that

the coal was not worth over \$15,000 or \$16,000; I knew that. I did not know it when I began. I supposed it was worth \$100,000. But the rate claim was the bogey; that was the big thing.

Mr. FLOYD. Then, if you knew when you made the proposition to the railroad company that the Marian Coal Co.'s property was not worth over \$15,000 or \$16,000—

Mr. WATSON. I knew that. Do you wonder I would have the nerve to ask that?

Mr. FLOYD. Then I will ask you again why it was that instead of lowering the price at which you offered it to the coal company you raised it to \$160,000?

Mr. WATSON. I did not raise it at all; get this in your mind. I never fixed a price on that property at all. The price was fixed by Mr. W. P. Boland, and agreed to by his brother no doubt, \$161,000; and the reason it was raised was because they had people to take care of. What would it be worth to secure a culm pile with Mr. Peale with some interest in it and not going along with you, and the Lackawanna claiming one-fourth interest in the pile? So something had to be done in eliminating all those. When I say thirteen or fourteen thousand dollars I take out those interests.

Mr. FLOYD. Will you tell me when and where W. P. Boland directed you or instructed you to raise that price to \$161,000?

Mr. WATSON. I did not raise it.

Mr. FLOYD. Instructed you to raise it?

Mr. WATSON. He did not instruct me to raise it; I did not raise it. He made that price to me.

Mr. FLOYD. He made that price to you?

Mr. WATSON. Yes, sir; he raised it.

Mr. FLOYD. When and where did he make the price?

Mr. WATSON. My recollection is it was in my office. I never did any business with Mr. Boland outside of this, except I might speak to him on the street corner or something.

Mr. FLOYD. Who was present?

Mr. WATSON. Nobody but Boland and myself.

Mr. FLOYD. Was it reduced to writing?

Mr. WATSON. I think not—oh, I believe it was. I believe the figures were put down on paper, I think. I had some papers that Mr. Boland has now.

Mr. FLOYD. Have you the papers?

Mr. WATSON. No; I gave everything back to Mr. Boland that I had. Every memorandum and everything else, excepting these letters; and I did not know I had those until I went digging around for them and I found those books, and those letters were in the books, and that telegram—the letters and the telegram; and I brought all that I had.

Mr. FLOYD. Did anybody come to Washington with you?

Mr. WATSON. No.

Mr. FLOYD. At the time you wired Judge Archbald?

Mr. WATSON. No; I came from Stroudsburg directly to Washington.

Mr. FLOYD. You were well acquainted with Judge Archbald, were you not?

Mr. WATSON. Oh, yes; I have known Judge Archbald, I think, as early as 1880. I went to Scranton 34 years ago, and shortly after going there I knew Judge Archbald.

Mr. FLOYD. Why was it you did not wire Judge Archbald, as a matter of courtesy to you, to send you copies of briefs in this case?

Mr. WATSON. I did not know what I wanted until I looked at the record. I did not know how they kept the records, and I did not know that they had any, really, to be honest; I did not know what they had. When I had talked about this Commerce Court, I did not know what they were keeping. They were just beginning. I did not know whether they had done any business before that.

Mr. FLOYD. Did you not state the case had been decided, and that on account of the importance of the decision you came down here to get the papers, or get knowledge of the papers, in this other case referred to?

Mr. WATSON. Maybe I can impress on your mind what I did say, and what I intended to say.

Mr. FLOYD. All right.

Mr. WATSON. That is, that I had learned, through some indirect source, or through the newspapers, that the Harry Meeker case—as we called it; I knew the Meekers—had been decided by the Interstate Commerce Commission favorably to Meeker. I had heard that, and it had been talked about; I will not say how long, whether it was a week or a month, but I should judge a month or two; that I had heard it, and I had never examined it, and I did not know that an attorney in our town at that time was the representative of one of the companies, or I would have gone to him. I did not know it. That is how little I knew of the Meeker case. It was all in the newspapers, I suppose, excepting Mr. Boland was keeping tab on those cases, I imagine, and he would come to my office. He did tell me a number of times about the Meeker case, how it had been disposed of, and that it had been appealed by the company. I did not know whether it was in the Circuit Court of Appeals or in the United States Commerce Court, so I made some inquiries and found it was in the United States Commerce Court, and that was a pretty early day for the United States Commerce Court, as I recall it. They had not been doing very much business; at least, I had heard nothing of them, and whether they had met and decided cases or not I did not know.

I talked to perhaps a half a dozen people—I do not recall who, but lawyers who ought to have known about those things; they were practicing in that kind of business—and I got no information. It was my idea of coming down here. I may have spoken to Mr. Martin about it—I would be very apt to; he was right in the building where I was—and asked him how I got into that court. I asked some one surely, and they told me that the appeal was taken to the United States Commerce Court. I knew there must be some record, and I knew they must get in there in some way. Therefore I came down to see if I could get the record, the docket entries, and things of that sort, and see what it was. When I got there I was surprised at the meager mention of the case. There was not much to it, and the young man got those books—he went out somewhere and got them—and I saw they were numbered, and I supposed they were given to somebody there, and he kindly gave them to me. That is what I came for, to get what information I could in relation to this matter, and I should have asked Judge Archbald to give me the information—I will volunteer that now—if I had not gotten it somewhere else. But I did get it through his clerk, what I wanted, and I would not have believed I was corrupting; I would not have believed there would have been anything wrong about it for me to have asked him to get me some way of getting at the record of a case that was pending before him.

Mr. FLOYD. As a matter of fact, did you not ask him to do it?

Mr. WATSON. I did not, because I did not have to. I asked the young man if he could get me the books. He said he could, and the young man went in and got them. I do not know who he was.

Mr. FLOYD. Did you not state that when you went into the Commerce Court room there was some young man in there with Judge Archbald, and you had a conversation, were talking, and Judge Archbald introduced some other person to you, and that this person Judge Archbald introduced to you went and got the books? Did you not state that?

Mr. WATSON. If I can be understood, the way I recall now was that when I went to that building—

Mr. FLOYD. I am asking you did you not state that?

Mr. WATSON. Not as you put it, no; because that is not true. I do not think I saw the young man until after I had seen Judge Archbald.

Mr. FLOYD. That is the way I put it.

Mr. WATSON. Judge Archbald was standing there—I remember the fact now; I met Judge Archbald, and we went in the building together. Maybe I asked him where I could see him—I imagine I did, now, send a telegram asking him if he would meet me at a place I knew. I did not know where the court met, and I think he met me at some place, but I can not tell you where now.

Mr. FLOYD. Then you sent two telegrams, did you?

Mr. WATSON. That was sent, perhaps, from Philadelphia, on my way down here; I think so.

Mr. FLOYD. On your way down here you sent another telegram?

Mr. WATSON. Yes, sir.

Mr. FLOYD. Have you a copy of that?

Mr. WATSON. No, sir; I do not keep copies of telegrams.

Mr. FLOYD. You do not keep copies of telegrams?

Mr. WATSON. I do not, unless I am dealing with people—

Mr. FLOYD. Then, at Philadelphia, or somewhere along the line, you sent him a second telegram?

Mr. WATSON. I think I asked him where I could meet him.

Mr. FLOYD. Where did you meet him?

Mr. WATSON. I do not know where; I asked him to, anyhow.

Mr. FLOYD. Did you meet him on the street?

Mr. WATSON. Let me recall what I did when I got in here, if we have to come to the details of that. I remember now that I came to Washington, and the hour of the day I can not give you, because I got mixed up on a train in Philadelphia and did not get down quite as early as I ought to have got here. I left the station after inquiring of somebody what car to take to get to the Hotel Raleigh, and I went to the Hotel Raleigh and I checked my satchel there, and my recollection now is that I met Judge Archbald at the Hotel Raleigh, and we walked together up to this Commerce Court. I told him I wanted the records, if I met him there; that is what I told him. He says, "We will go up to the building; there is no one there." Saturday afternoon there would not be anybody there, just as I expected when I left home, and when I sent the telegram. We walked up together, and I am not very well acquainted in your city, but I think the building is at Fourteenth and H Streets.

That is just a guess. I think there is where it was. We went in the side of the building—not H Street—and we rose up on the elevator to some floor above, and when we got off there and went to Judge Archbald's office this young man came along and Judge Archbald introduced him to me and said I was a lawyer from Scranton, and I asked the young man if he knew where I could get these books, if I could see the records. He says, "He is not the clerk, he is"—something, some other position. Then I asked him, and presently another young man came there, and the second one who came is the one who got the books for me. Judge Archbald said, "I would like to introduce you to Judge Mack"—no; Judge Hunt. So we walked over in the corner of the building somewhere and he introduced me to Judge Hunt, and when we came out there was a nice looking gentleman there, and he says, "This is Judge Mack, from Chicago." I had heard of Judge Mack, and I made some remark about a gentleman in Chicago that I knew. I did not try to bribe him. Then he says, "There is another man over there I would like you to meet," and that was Judge Knapp. I had met him, so Judge Knapp said. I did not recall it, but he said I had met him before, and I shook hands with him then. I did not offer him a thing; and we left.

The CHAIRMAN. Why did you remark just now that you did not try to bribe him?

Mr. WATSON. Because it gets pretty close to the fact, as I understand it, by innuendo, that I was down for some improper purpose to this judge.

The CHAIRMAN. Did anybody send you down here to bribe Judge Knapp or anybody else?

Mr. WATSON. I have heard it around here some. There has been some hinting I want to resent.

The CHAIRMAN. I would like to know who has hinted at it.

Mr. WATSON. Perhaps my skin may be a little thin on that subject. I think I have heard it.

The CHAIRMAN. I had heard nothing of the sort, and I wanted to get what that remark, interjected at that point, meant.

Mr. WATSON. Well, I read in the evidence that Christy Boland, or some one, said in this trial that I told him I had two judges besides Judge Archbald that I could rely on in the United States Commerce Court to decide cases my way; it is in your record; something like that. That may be putting it a little stronger than it really appears; and I never met those men.

The CHAIRMAN. You said that Boland said that you told him that?

Mr. WATSON. Yes.

The CHAIRMAN. And that you read that in the record?

Mr. WATSON. I read it in the record; something like that.

The CHAIRMAN. Are you not mistaken about it?

Mr. WATSON. Or in a newspaper or something. I do not know where I read it.

The CHAIRMAN. You read that statement?

Mr. WATSON. Yes, sir; that I had two judges—

Mr. WEBB. I do not think he attributed that much influence to you.

The CHAIRMAN. I never heard that much influence attributed to you.

Mr. WATSON. Let us change it and put that I said I had. That is the way they always put it.

Mr. WEBB. He said that you said that you had two judges you could influence?

Mr. WATSON. He must have said that I said that the judge said to me so.

Mr. WEBB. Or, rather, that you told Boland that the judge could influence two other judges?

Mr. WATSON. Then I beg the committee's pardon. I supposed I was the guilty one, that I was doing it myself. I have not very much influence, I know.

Mr. WEBB. He did not say that, either.

Mr. NORRIS. Mr. Watson, the object of your coming down to Washington to get the papers, or to see the record in the Meeker case, was to enable you to prepare yourself to meet the railroad officials in that conference that was going to take place in Scranton, was it not?

Mr. WATSON. Yes, sir; I wanted to know something about how they did those things, that is all, and I did not know it.

Mr. NORRIS. Those people you were going to meet in Scranton were simply officials of the railroad; you were not going to argue this case in court, were you?

Mr. WATSON. No; but we were going to talk about rates.

Mr. NORRIS. And you wanted to know something about rates so you would be able to cope with them in that negotiation, did you not?

Mr. WATSON. Yes.

Mr. NORRIS. That was the object of your coming to Washington?

Mr. WATSON. Yes.

Mr. NORRIS. You got what you call "books" when you came down here?

Mr. WATSON. That is all.

Mr. NORRIS. These two [indicating]?

Mr. WATSON. I did get another one.

Mr. NORRIS. What other one?

Mr. WATSON. Something like that; some amendment to those.

Mr. NORRIS. This is entitled "United States Commerce Court, case No. 49, Lehigh Valley Railroad Co., petitioner, v. The United States, respondent. Brief for Henry E. Meeker, surviving partner of the firm of Meeker & Co." That is one of the books, is it?

Mr. WATSON. Yes.

Mr. NORRIS. The other one is in the same case, case No. 49, United States Commerce Court, entitled the same way, October session, 1911, brief for petitioners. That, I take it, is the railroad company's brief?

Mr. WATSON. Yes.

Mr. NORRIS. These are the two books that you have been speaking about, these briefs?

Mr. WATSON. Yes, sir.

Mr. NORRIS. What was the other book?

Mr. WATSON. Something like that. It was either an amendment or else that is an amendment of the other one.

Mr. NORRIS. It was, perhaps, a reply brief, or something like that?

Mr. WATSON. No. The book you have in your hand, I think, is the Valley book, is it not? That is the one that the railroad company filed?

Mr. NORRIS. Yes.

Mr. WATSON. My recollection is that perhaps this book contains more than the other one.

Mr. NORRIS. It does.

Mr. WATSON. No; but I mean the other one I got. I got two books of the Valley Railroad.

Mr. NORRIS. You had two of their briefs instead of one?

Mr. WATSON. Yes; but one was not as full as the other, or there was something there.

Mr. NORRIS. You did not get anything except briefs?

Mr. WATSON. I looked at the record—at the docket, or something they had there.

Mr. NORRIS. I believe you testified here that that was one of your objects in coming down?

Mr. WATSON. Yes; I wanted to see what sort of a record they had there.

Mr. NORRIS. You wanted to see the docket entries?

Mr. WATSON. It would hardly be that. The record would be all they had there.

Mr. NORRIS. If you did not mean what you said, tell us what you do mean.

Mr. WATSON. I wanted to get the whole case.

Mr. NORRIS. The docket entries would be part?

Mr. WATSON. Yes; and this would be part [indicating book].

Mr. NORRIS. Now, tell the committee, will you, what good you expected, what benefit you expected, in negotiating with these railroad officials would be any knowledge you might have of what was on the docket, what were the docket entries in another case entirely independent of the one you were trying to settle?

Mr. WATSON. I can tell you in one moment what I had in my mind when I came here. My experience with railroad companies is that they deny everything in sight; they will not agree to anything until you bring them up to where they can see. Their vision is affected on anything that concerns them. You have to bring them forcibly up to it. I understood from the newspapers, or from Mr. Boland also, and from others I had talked with, that this Meeker case was tried greatly to the advantage of Mr. Meeker; that they had reduced the rates of the railroad company; and that Mr. Meeker was likely to recover a couple of hundred thousand dollars by the reduction of the rates. Now, you say it was on an entirely different case. A case where a railroad company is shipping coal from about the same point, and the same sizes, and to the same destination, is pretty nearly the same case.

Mr. NORRIS. It was not shipping coal from the same point, was it?

Mr. WATSON. Yes; they were within almost a stone's throw of the same point. The Lackawanna Valley opens into the Wyoming Valley, and they are not 15 miles apart.

Mr. NORRIS. As a matter of fact, what information did you get that was of any benefit to you in those negotiations?

Mr. WATSON. The benefit I got was just what they reduced them, and I argued it very stoutly and very long before Mr. Truesdale.

Mr. NORRIS. Will you point out to me the place in either one of these briefs where you got that information?

Mr. WATSON. I think I can show you where it was reduced two or three grades.

Mr. NORRIS. I would be very glad to have you show me that. [Handing the witness briefs.]

Mr. WATSON. I think I can. I am not familiar with the book now. It has been out of my hands a long time.

Mr. NORRIS. You went over it carefully, did you not?

Mr. WATSON. Yes; but I do not hug things so long as that.

Mr. NORRIS. Your memory was good at that time?

Mr. WATSON. It was not so good at that time, either. My recollection is that it was a comparison of rates we were making here, and the things I got I do not seem to put my hand on.

Mr. NORRIS. The information you are looking for is where they reduced the rates, so that you could show in this other case how they reduced the rates in the Meeker case? [After a pause.] Mr. Watson, I do not want to delay the committee too long.

Mr. WATSON. You are asking me to look for something in this book. I have found where this rate is discussed here.

Mr. NORRIS. Now, Mr. Watson, just let me call your attention to the fact that those are briefs.

Mr. WATSON. I understand that. They were appeals.

Mr. NORRIS. You can not find in those briefs any action, of course, that the courts took in that case?

Mr. WATSON. But I can find what the attorneys said they took. I did not have the decree.

Mr. NORRIS. You were getting to it, and you said you did argue at great length what they had done in the Meeker case?

Mr. WATSON. I did; and perhaps I have it in the other book.

Mr. NORRIS. Is it not true that the Meeker case was not decided, and that they had not done anything, and that it was never decided on its merits?

Mr. WATSON. They reduced several sizes.

Mr. NORRIS. At this time the Commerce Court had not taken any action in the Meeker case; and how could you use anything in the Meeker case with these railroad officials to show what action the court had taken in that case?

Mr. WATSON. I simply did it by calling their attention to certain reductions I knew of, and I got the information from what they did.

Mr. NORRIS. But there could not be any information in the briefs filed by attorneys before the case was disposed of?

Mr. WATSON. This case was before the United States Commerce Court, and the United States Commerce Commission had gotten through with it, as I understood it.

Mr. NORRIS. Yes; the Interstate Commerce Commission?

Mr. WATSON. Yes; and it was their finding that I was talking about and not the court's.

Mr. NORRIS. Their finding was in issue in that court?

Mr. WATSON. Yes.

Mr. NORRIS. Did you expect to use that?

Mr. WATSON. Yes; because it gave me information as to what they might expect.

Mr. NORRIS. No; that could not possibly be, because it was the Commerce Court that was going to pass upon it. Why did you go to the Commerce Court to get what the Interstate Commerce Commission had done?

Mr. WATSON. Because I went to those books to get what the Interstate Commerce Commission did.

Mr. NORRIS. They do not show it. They show the claims made by the respective attorneys. Do you want this committee to believe that a lawyer of many years' experience and practice would go to the Commerce Court and get the briefs of the attorneys in order to find out what the Interstate Commerce Commission had done, when, right in the same city, he could go over to the Interstate Commerce Commission and get their decision directly?

Mr. WATSON. Yes; but I did not know it.

Mr. NORRIS. You did not know it?

Mr. WATSON. I did not. I am frank to say that I never knew anything about the Interstate Commerce Commission.

Mr. NORRIS. You have just said that it was the action of the Interstate Commerce Commission that you were looking for.

Mr. WATSON. It was; I wanted the information.

Mr. NORRIS. Then you did know there was such a thing?

Mr. WATSON. Did I know it? I have known it ever since they have been in existence. But to go before them, to get them to have anything to do with this, or to study their decisions, I never did in my life, because I never was interested.

Mr. NORRIS. You wanted to arm yourself, for this argument with these railroad officials, with the action of the Interstate Commerce Commission in the Meeker case?

Mr. WATSON. That is just what I wanted.

Mr. NORRIS. And you were right here in Washington where the Interstate Commerce Commission sits?

Mr. WATSON. Yes.

Mr. NORRIS. And did not go to get it?

Mr. WATSON. I did not know. I perhaps did not know how; I will admit that.

Mr. NORRIS. You went to the Commerce Court?

Mr. WATSON. Yes.

Mr. NORRIS. And satisfied yourself by taking the briefs of the attorneys?

Mr. WATSON. Yes; and something else; I got something else.

Mr. NORRIS. The other one was a brief?

Mr. WATSON. I think it was a brief of some kind.

Mr. NORRIS. You got matter for the argument that you expected to be of benefit to you up in Scranton, and that is the reason you wired Judge Archbald and came clear down here to Washington, was it?

Mr. WATSON. To a man who knew nothing about the practice before the Interstate Commerce Commission any information I could get would be very agreeable to me.

Mr. NORRIS. You did not get any information at all?

Mr. WATSON. I got information—

Mr. NORRIS. As a matter of fact—

Mr. WATSON. I got information enough so that they admitted what I said was true.

Mr. NORRIS. The record of the Interstate Commerce Commission you did not get?

Mr. WATSON. That is true, unless that other book was the record of the Interstate Commerce Commission. I do not know whether it was or not.

Mr. NORRIS. It is not likely you would get that in the Commerce Court?

Mr. WATSON. No; I do not know. I do not know any other place only there. I do not know what I had. Somebody gave it to me.

Mr. NORRIS. You said in the beginning of your testimony, that you went to see Judge Archbald about the practice in the Commerce Court?

Mr. WATSON. That is the first thing I did.

Mr. NORRIS. That is, after you had been employed by the Bolands?

Mr. WATSON. Yes.

Mr. NORRIS. You were employed, then, in a case that was before the Interstate Commerce Commission that you thought might eventually get to the Commerce Court?

Mr. WATSON. No, sir; it was not before the Interstate Commerce Commission.

Mr. NORRIS. Where was it?

Mr. WATSON. Oh, I guess it was; yes.

Mr. NORRIS. Did I state it correctly?

Mr. WATSON. Yes; that is right.

Mr. NORRIS. And you wanted to know the procedure in the Commerce Court so that you would know what to do in case your case did reach that court?

Mr. WATSON. Yes.

Mr. NORRIS. And you went to see Judge Archbald to get that information?

Mr. WATSON. I spoke to him about it; yes, sir.

Mr. NORRIS. You testified that at that time you had not even read the law providing for the Commerce Court?

Mr. WATSON. I had not.

Mr. NORRIS. As a lawyer, does it not appear to you that when you finally got a case that might possibly reach this court, the way to find

out what the court was would be to read the law instead of going to the judge who presided and asking what the law was when he would have to pass on the case when you got up to it?

Mr. WATSON. I did not ask him what the law was. That was not it. It was a matter of practice. I have practiced long enough to know that the courts fix their own rules of practice. That is what I was talking to him about.

Mr. NORRIS. You had not read the law?

Mr. WATSON. I had not.

Mr. NORRIS. Does it not appeal to you as a lawyer of a great many years' standing that before it is necessary for you to find out what the practice is you ought at least to read the law?

Mr. WATSON. I did; that day.

Mr. NORRIS. You did that afterwards?

Mr. WATSON. Yes; I did it that day. I got a little pamphlet, or something that had the act printed in it, and I read it.

Mr. NORRIS. Now, Mr. Watson, will you tell the committee that, employed as an attorney in a case involving quite a large sum of money, employed by the Bolands in a case pending before the Interstate Commerce Commission, in order to equip yourself for an argument with the railroad officials you knew was coming on soon, it being necessary for you to find out something about what the Interstate Commerce Commission did, you sent this telegram and then followed it up and then came down to see Judge Archbald without going to the Interstate Commerce Commission or making any attempt to get the record or the decision or the opinion in that case?

Mr. WATSON. It may seem so to you, but, so far as I recall now, it did not appeal to me.

Mr. NORRIS. Does it seem to you that a man who will accept a fee, or who expects to get paid for his services as an attorney, and who pursues that course is entitled to any fee for his services?

Mr. WATSON. I do not know why I would not be entitled to it if I brought about a settlement, no matter what happened, or how I got the information. But I want to answer the question. You asked a question. I had been led to believe, through Mr. W. P. Boland, from the beginning, that the railroad company would be particularly anxious to settle this rate case if they could get some excuse for paying the money.

Mr. NORRIS. You are not answering my question, Mr. Watson.

Mr. WATSON. And that was the reason why, perhaps, nothing was looked up until we got advantageously close to it. Then I did want to know more about it.

Mr. NORRIS. You were seeking information as to what the Interstate Commerce Commission had done in the Meeker case?

Mr. WATSON. I was.

Mr. NORRIS. Can you explain to this committee, when you were seeking this information, why you did not go where you must have known the information existed?

Mr. WATSON. I thought the information existed in this court.

Mr. NORRIS. Where?

Mr. WATSON. I thought I could find it in the United States Commerce Court.

Mr. NORRIS. Did you not know that you would not find it?

Mr. WATSON. I did not.

Mr. NORRIS. You did not know when you got those briefs you had not found it?

Mr. WATSON. I did; I supposed I did. I had some other paper that gave me the information I wanted.

Mr. NORRIS. You have already testified that that other paper was a brief.

Mr. WATSON. It was the same kind; yes.

Mr. NORRIS. So that it would be along the same line of these you have testified to and identified?

Mr. WATSON. Perhaps so.

Mr. NORRIS. Do you know now what the Interstate Commerce Commission did in the Meeker case?

Mr. WATSON. I know that at that time they had reduced the rate on two or three sizes of the coal.

Mr. NORRIS. Did you ever read the opinion in the Meeker case?

Mr. WATSON. I have not; because it was handed down since my coming—since I have been out of this case.

Mr. NORRIS. I am speaking of the decision of the Meeker case before the Interstate Commerce Commission. That had been passed on prior to this date, because the case had been appealed by the railroad company, and was pending in the Commerce Court.

Mr. WATSON. I did, at the time, know it was a reduction on the smaller sizes of the coal.

Mr. NORRIS. I asked you, have you ever read the opinion?

Mr. WATSON. No; I do not think so.

Mr. NORRIS. The opinion had been written and was published and was a public document.

Mr. WATSON. Yes; I suppose so.

Mr. NORRIS. Prior to the time you were arming yourself for this controversy with the railroad officials?

Mr. WATSON. I presume it was.

Mr. NORRIS. And you were seeking information in regard to that very case and what they did, and never looked it up to see?

Mr. WATSON. I was seeking information—

Mr. NORRIS. You satisfied yourself by getting some briefs filed by attorneys in the case?

Mr. WATSON. I was seeking the information and I thought I had it.

Mr. NORRIS. You know you did not have the opinion in those briefs?

Mr. WATSON. I do not know but what I did have it, or there was some expression.

Mr. NORRIS. Did you not, as a matter of fact, as a lawyer, know you did not have the information when you had those briefs?

Mr. WATSON. If those are the only books I had, I know that the opinion is not in these books.

Mr. NORRIS. Certainly.

Mr. WATSON. I know that now.

Mr. NORRIS. You knew that then, did you not?

Mr. WATSON. Well, I presume, if I examined these books, I did. I read these books, and I read the other one.

Mr. NORRIS. If you came all the way to Washington to get them you did not go away without knowing what you had, did you?

Mr. WATSON. I presume I did.

Mr. NORRIS. Then you knew you did not have the opinion?

Mr. WATSON. I do not know whether I had the opinion in the other book or not; I do not know what was in it.

Mr. NORRIS. The other book was a brief?

Mr. WATSON. I think it was.

Mr. NORRIS. You knew that the opinion would not be in the brief—there might be a reference to it—and you knew that to get that opinion all you had to do was to go to the Interstate Commerce Commission, or to send a telegram from Scranton to the clerk of the Interstate Commerce Commission and get that opinion by mail quicker than you got it this way, could you not?

Mr. WATSON. I presume I could, if I had known that. I did not know; that is all.

Mr. WEBB. Let me ask you a question again. You carried these important briefs back that you came all the way down here, 250 or 300 miles, for. Did you show them to Mr. Truesdale, and say, "Here is your railroad that has a case pending in the Commerce Court"? Did you say, "Mr. Truesdale, here are the briefs. You have a case pending down there in court, and I have been down to Washington, and I saw Judge Archbald yesterday, and I know something about these rates now, and you had better just stand and deliver"?

Mr. WATSON. No, sir; I never spoke to Mr. Truesdale in that way.

Mr. WEBB. Did you show him the briefs?

Mr. WATSON. No, sir. I showed him one I had, in which I claimed certain rates. I showed him a paper I had with these printed on it, what we claimed.

Mr. WEBB. Did you know that this suit was one pending in the Commerce Court when you came down here?

Mr. WATSON. I did not.

Mr. WEBB. You did not know it was then pending?

Mr. WATSON. No; I did not.

Mr. WEBB. And that it was dismissed only here in April on motion of counsel for the railroad?

Mr. WATSON. No, sir.

Mr. WEBB. When you went to the judge about this rate case, I ask you if he did not tell you that this rate action was a very good one to settle out of court; Boland's case?

Mr. WATSON. No, sir.

Mr. WEBB. That was not ever said by the court.

Mr. WATSON. No. I heard it was said to Boland, but it never was to me; or else I have read it in the papers that it was said to Boland.

Mr. WEBB. Has there been any feeling between you and Judge Archbald in the last 10 years?

Mr. WATSON. I do not know; I would not want to say that; no.

Mr. WEBB. You have been very close friends, then, have you?

Mr. WATSON. Well, I would not say that we had.

Mr. WEBB. You impressed me that, for some reason, you did not practice before Judge Archbald's court.

Mr. WATSON. I do not think I ought to be compelled to state all my personal reasons for not being there. If the committee asks for it, I will tell them why.

The CHAIRMAN. Unless it has some bearing upon this matter.

Mr. WATSON. Absolutely nothing. It was simply a matter of the appointment of Judge Archbald under certain conditions, when he was appointed judge; and after I knew he was going to be appointed judge, I helped him; and maybe I ought not to have done it, because there are certain reasons—

Mr. WEBB. That is not the reason you have not practiced in his court, is it?

Mr. WATSON. I did not go over there the next day to help him open court, and I did not go back for some little time; but I had no feeling about it.

Mr. WEBB. You have not had any?

Mr. WATSON. No; I like Judge Archbald very much.

Mr. WEBB. As a matter of fact, you hold a position now to which you were recommended by the judge, do you not?

Mr. WATSON. If he recommended me, I want to thank him now; I did not know that he did.

Mr. WEBB. Do you hold the position now?

Mr. WATSON. I do.

Mr. WEBB. What is it?

Mr. WATSON. It is solicitor for the county of Lackawanna.

Mr. WEBB. And you did not know that the judge, if he ever did recommend you, had done it?

Mr. WATSON. No. I wish to thank him, if he did it, because I did not know it. I supposed that I got it from an entirely different source.

Mr. WEBB. When I examined you awhile ago I did not know that you had wired the judge a second message to meet you somewhere in Washington. Did you wire him on your way down here to meet you at the Raleigh Hotel?

Mr. WATSON. I do not know. I think very likely I did, if he met me there.

Mr. WEBB. Do you remember now? Awhile ago you remembered the very side of the street you went up on, and every little detail.

Mr. WATSON. I did not remember the side of the street I went up on, but I met him at the Raleigh Hotel, and we walked up to this building.

Mr. WEBB. Was it raining?

Mr. WATSON. Maybe not, when I got in here; but it had been raining, and it did rain afterwards.

Mr. WEBB. It rained before and after?

Mr. WATSON. Maybe not; just at that moment it was not raining.

Mr. WEBB. You remember you went into this building from the H Street side?

Mr. WATSON. Yes; I did. I know how we got into the building, because one winter I lived on the corner opposite that, a number of years ago, and I noticed the building and its location when we went in, and I noticed the Shoreham Hotel from where we went in.

Mr. WEBB. I thought you were an entire stranger here?

Mr. WATSON. I have been down here a couple of times.

Mr. WEBB. Can you tell us where you wired the judge to meet you; that is, at what point did you wire the judge to meet you?

Mr. WATSON. From what point did I send the telegram?

Mr. WEBB. No; you sent that telegram from somewhere on the way. But where did you tell the judge to meet you here in Washington?

Mr. WATSON. That is a blank to me. But if he met me at the Raleigh Hotel, that is probably where it was.

Mr. WEBB. That is the only reason you have? I thought you met him on the street?

Mr. WATSON. It was in front of the hotel, I imagine. That is what I think; I think, now, he was standing in front of the hotel.

Mr. WEBB. You just happened to go up and meet him there?

Mr. WATSON. No; it was the place I expected to meet him; I have no doubt of that.

Mr. WEBB. Do you know what street the Raleigh Hotel is on?

Mr. WATSON. Yes; Twelfth Street and Pennsylvania Avenue.

Mr. WEBB. That is right; and you can not tell us now, although you know where the Raleigh Hotel is, what point you wired the judge to meet you?

Mr. WATSON. I do not; but from the fact that I checked my satchel in the Raleigh Hotel—I remember that very well—I suppose that I asked him if he would meet me at the Raleigh Hotel. I presume I did.

Mr. WEBB. You presume you did?

Mr. WATSON. Yes.

Mr. WEBB. Can you not swear that you did or did not? You told us a while ago about going to the Commerce Court and meeting one fellow and another, and meeting the judge, and what was said. Can you not tell us what was in your telegram you sent to the judge?

Mr. WATSON. No; I can not. If I were going to tell you my best recollection, I would say, "Meet me at the Raleigh Hotel," at a certain time, and that time I knew when it was, when I would arrive here. I think that is just what I did say.

Mr. WEBB. Is not that a very peculiar telegram from a man who is coming down to Washington seeking information about a case about records to wire a United States Commerce Court judge to meet him at a certain point in this city? Do you think you sent the judge any such telegram as that?

Mr. WATSON. I do not know, but I imagine that is what I sent, something like that. I think I did. I think I knew, from some information that I had gotten, that the courts were closed on Saturday afternoon, and I thought I knew the judge well enough to ask him to meet me at a certain place. I did not know I was going to the Commerce Court when I met him. I had no idea where I was going. I expected to go somewhere where I could get this information, and I heard that the appeals were in the United States Commerce Court. That is all I knew.

Mr. WEBB. You do not even know the time of day when you came here?

Mr. WATSON. It was later than I expected to get here, on account of something the matter with the train.

Mr. WEBB. Do you remember about the time it was?

Mr. WATSON. I would say noon—about 12 o'clock; something like that. It may have been an hour earlier.

Mr. WEBB. When did you leave him?

Mr. WATSON. I went away from here at 6; I do not know that I left him at 6.

Mr. WEBB. You were with him from 12 to 6 o'clock?

Mr. WATSON. I think I was, nearly all the time. We sat down on a bench in the hotel, or somewhere, and talked.

Mr. WEBB. In the Raleigh Hotel?

Mr. WATSON. Perhaps so; maybe it was the Pennsylvania Station; I do not know. I know that I sat down somewhere with him and talked, not in the court building.

Mr. WEBB. When you say you were employed to assist in this case of the Marian Coal Co. against the railroad company in the Commerce Court, did you know Mr. Reynolds was their counsel then?

Mr. WATSON. Yes; that was talked.

Mr. WEBB. Why did you not go to Reynolds to get his opinion about these things, the practice that you talked about?

Mr. WATSON. Mr. Reynolds would not settle with the Lackawanna—so Christy Boland told me after—that he would not settle with the Lackawanna, and they wanted some one who would settle this case. What the reason was I do not know. I told them I would not take hold of the case and try it out, or go into the Commerce Court, unless Mr. Reynolds agreed to it, and they said: "You settle this with the Marian washery case."

Mr. WEBB. That was all the authority you had to settle the Marian washery case?

Mr. WATSON. No; this case was put in. As I say, they used the Marian washery case to give the Lackawanna an opportunity, or a chance to buy them out without paying rates.

Mr. WEBB. Were you ever employed by the Bolands before in any lawsuit in your life?

Mr. WATSON. Never. I have known Christy Boland a great many years. He was treasurer of the city of Scranton when I was an adviser of the mayor at that time, and I learned to know him very well; and then he ran for treasurer—county treasurer—at a time when some of us got licked, and I was among them, and so was Mr. Boland. We were together more or less then, although we were on opposite tickets.

Mr. WEBB. That is not necessary—

Mr. WATSON. And I knew him very well.

Mr. WEBB. You were never employed by him before?

Mr. WATSON. No; unless it was in some minor matter, to see some-

body.

Mr. WEBB. Can you tell the committee why you did not consult Reynolds about this important litigation?

Mr. WATSON. Because I was advised not to, and I did not know what I was going to do, and what I had. The washery case had nothing to do with Reynolds, and this was hooked on afterwards.

Mr. WEBB. Did you know that Reynolds would not recognize you in the case at all?

Mr. WATSON. Did I know?

Mr. WEBB. Yes.

Mr. WATSON. I do not know what Mr. Reynolds would do, whether he would recognize me or not. He has often recognized me when he wanted something; I know that.

Mr. WEBB. Had you not heard—

Mr. WATSON. I do not dodge anywhere for any Reynolds I ever knew that was ever born under the sun.

Mr. WEBB. You did know that Mr. Reynolds was more of a rate expert lawyer than you were?

Mr. WATSON. I know that Mr. Reynolds has been fiddling around this Commerce Commission for some time; that is, I heard that within the last year. I never knew it before; I did not know what his business was.

Mr. WEBB. He could have told you how to get the record in this case without coming to Washington after it.

Mr. WATSON. Maybe; I do not know. I do not know what he knew. I did not go to him because I was advised not to.

Mr. WEBB. Are you sure you did not come to Washington until after the conference with Truesdale?

Mr. WATSON. Sure. I know that the conference with Truesdale—this letter—I could not have told anything about this if I had not got some data. This letter is dated on the 2d; the telegram was on the 6th, and I know it was after the 6th.

Mr. WEBB. Of October?

Mr. WATSON. Of October; it was after that telegram.

Mr. WEBB. How do you know it was after the 6th?

Mr. WATSON. Because I met them on Monday or Tuesday.

Mr. WEBB. That could have been the 6th, could it?

Mr. WATSON. Yes, sir; it is an answer to that letter.

The CHAIRMAN. What letter? Name it so that it may go in the testimony.

Mr. WATSON. The letter of October 2, 1911.

The letter referred to, heretofore marked "Exhibit 86," was at this point read in the record by the witness, as follows:

Exhibit 86.

OCTOBER 2, 1911.

Mr. E. E. LOOMIS,
Vice President Delaware, Lackawanna & Western
Railroad Co., 90 West Street, New York City.

DEAR SIR: In relation to a matter existing between the Marian Coal Co. and your road and coal department, and also a claim against the traffic department of your road, which I have had under consideration here, and with which I presume you are more or less familiar, I decided, after a conference with your Mr. Phillips, of the coal department, to ask for a meeting with you and the president of your road, Mr. Truesdale, if convenient, at the earliest time you could find your way clear to meet me, either in New York or Scranton. If you will kindly advise me, either by wire or letter, I will hold myself in readiness to meet you on a few hours' notice.

I am, very truly, yours,

Mr. WEBB. I asked you if you did not have this conference with Mr. Truesdale and Mr. Loomis on the 6th day of October, the very day this telegram was sent to Washington?

Mr. WATSON. No.

Mr. WEBB. You are willing to swear to that, are you; you remember distinctly it was not?

Mr. WATSON. I know it could not have been, because I know what I was occupied in that day. I know Mr. Boland was in my office in the morning, and it was a matter of some concern about getting away and how we could do it, and he came back in the afternoon, and then he brought his brother with him—Mr. William Boland came with him in the afternoon, after he had taken the telegram; he took the telegram in the morning.

Mr. WEBB. You swear that telegram was not sent after you had the conference with Mr. Truesdale?

Mr. WATSON. Surely, or I would not have been asking for the conference.

Mr. WEBB. I wish you would not reason about it; are you willing to swear it was not sent on the day you had the conference with Truesdale?

Mr. WATSON. On that day?

Mr. WEBB. Yes.

Mr. WATSON. I do not know when the telegram was sent. The telegram I wrote was written on the 6th of October, apparently.

Mr. WEBB. Yes.

Mr. WATSON. I was in Washington the 7th day of October. I came down here on the 7th. I know the meeting with Truesdale was several days after that.

Mr. WEBB. When were you subpoenaed to come down to Washington?

Mr. WATSON. Saturday noon, I think.

Mr. WEBB. You mean last Saturday noon?

Mr. WATSON. Yes.

Mr. WEBB. With whom have you discussed this case, or who has talked to you about it, since it sprang up.

Mr. WATSON. Some people have laughed at me, that is all, because I was subpoenaed.

Mr. WEBB. Has anybody talked to you about this case? You know what I mean.

Mr. WATSON. What I was to say, or what they wanted me to say?

Mr. WEBB. Has anybody discussed the case with you at all?

Mr. WATSON. No.

Mr. WEBB. Not a living soul?

Mr. WATSON. No; not to mention the case—only the fact of my coming.

Mr. WEBB. Just laughed at you?

Mr. WATSON. Some have, yes; not everybody.

Mr. WEBB. You can not remember a single person during the last two months who has discussed this case with you?

Mr. WATSON. That is too long. I was not subpoenaed two months ago. I suppose I have talked about it many times in two months.

Mr. WEBB. I was going beyond the subpoena. I want to know if, in the last two months, anybody has talked to you about this case, and, if so, who it was.

Mr. WATSON. Within two months, since this case has been called here, there has been more or less discussion of the case. I presume I have talked with a dozen people.

Mr. WEBB. Who were some of them?

Mr. WATSON. I could not tell you one.

Mr. WEBB. Not a single soul?

Mr. WATSON. No; because it was a source of common gossip, the talk of the streets; people were talking about it.

Mr. WEBB. Did you talk with men or women?

Mr. WATSON. Judge Edwards talked to me about it, if I knew anything about it. Judge Kelly, who is now off the bench, he says, "What do you know about the Archbald case?" Gorman Thomas says, "I hear you have to go to Washington and testify. What do you know about it?" Mr. Allen, another man who is in the commissioner's office, was present when I was subpoenaed, and he says, "It serves you right," or something of that kind. Something was said about my going to Washington. But to get down into the merits of the case, nobody ever talked to me about it.

Mr. WEBB. Not a soul ever asked you what you knew about it?

Mr. WATSON. I do not know; I suppose they did, and I answered them in just as short a way as I could.

Mr. WEBB. Who was it?

Mr. WATSON. I do not know, but I think I have heard that from somebody, "I wonder what he is going to swear to," or "What does he know?"

Mr. WEBB. Would you not know if a man were so impertinent as to ask you what you were going to swear to?

Mr. WATSON. I was in the prothonotary's office—that is the clerk's office in our State—a day or so ago, since this case has been discussed here, and there were some people said about what they were going to swear to, "What does he know?" or "What does this one know?" or

"What does that one know?" That was by the clerks in the office, and I can name one or two of them I know. Whether it was they or not I do not know who asked this question.

Mr. WEBB. Has any lawyer in Scranton ever asked you what you knew about it?

Mr. WATSON. I do not recall any now. They all knew pretty well, because they were reading the newspapers.

Mr. WEBB. Have you seen or talked with the judge in the last few months about anything?

Mr. WATSON. Judge Archbald?

Mr. WEBB. Yes.

Mr. WATSON. I saw Judge Archbald two or three weeks ago on Sunday, when I was either going to church or he was—no; I was going to church and he was coming down. That is all the time I have seen him that I recall in two or three months.

Mr. WEBB. What did you talk about?

Mr. WATSON. I do not know. I think I asked him how he was getting along—maybe I did. Maybe he said it was going all right—something like that.

Mr. WEBB. "It" was going all right—did you mean this matter?

Mr. WATSON. I think I alluded to it, if I said that. I have no doubt that something was said about this hearing, but the nature of it I do not know. I can not talk to Judge Archbald about this matter.

Mr. WEBB. You did; you broached it to him; asked him how he was getting along.

Mr. WATSON. Just incidentally; but to go into the detail, I would not do it, and I have not talked to him.

Mr. WEBB. You never mentioned your connection with the case at all; what you knew?

Mr. WATSON. I do not think so.

Mr. WEBB. Do you not know? That has just been three weeks ago.

Mr. WATSON. That I mentioned my connection?

Mr. WEBB. Can you not be more frank with us and tell us the truth, whether or not you talked about this case with Judge Archbald?

Mr. WATSON. I did not talk with Judge Archbald about anything I would testify to, or what I did, or what I said, or what I was going to say.

Mr. WEBB. What did you talk to him about?

Mr. WATSON. If I talked to him I asked him incidentally what was going on down here.

Mr. WEBB. And that was all?

Mr. WATSON. And he replied the same, and I went on my way, and he went on his way.

Mr. WEBB. That is all that was said?

Mr. WATSON. That is all I recall. There might have been more said. I do not know what was said. He might have talked about something else. He might have talked about some condition; might have asked me if I remembered something.

Mr. WEBB. Had Williams testified then?

Mr. WATSON. You have got me. Williams has been testifying off and on here for so long that I do not know.

Mr. WEBB. Had any witnesses testified then, when you and the judge met and discussed matters on Sunday morning?

Mr. WATSON. I can not say that. I have been fairly busy in the last week or 10 days, or two weeks, and I have not charged my mind with every little thing that has been going on there. I have not been reading this case, except at nighttime when I would go home I would pick up the newspaper.

Mr. WEBB. You knew the judge was on trial down here?

Mr. WATSON. I knew that there was a committee appointed for the purpose, or he was cited before the Judiciary Committee of Congress; I knew that. I did know that later along Mr. Martin and Mr. Price had come down here, after some one told me that.

Mr. WEBB. You knew all that, and you knew that when you and the judge met that morning?

Mr. WATSON. No; when I met the judge was before they came.

Mr. WEBB. They had been doing something down here; some testimony had been taken?

Mr. WATSON. But I do not think these people were here.

Mr. WEBB. Do you mean to say now that you have told us everything you said to the judge and all the judge said to you about this case in the conversation on Sunday morning three weeks ago?

Mr. WATSON. I mean to tell you that I do not recall the conversation that I had with Judge Archbald, that would be of any importance here; I do not know whether it was just simply a kind of a good morning talk, of a friendly matter, or something of that sort. I do recall that I asked him how he was getting along, and I think he told me all right.

Mr. WEBB. You had not talked to him for quite a while before that?

Mr. WATSON. I suppose I had, in three or four weeks before that, before he came down here.

Mr. WEBB. That is as near the details of that conversation as you can give us now?

Mr. WATSON. There was nothing talked about this case.

Mr. WEBB. You said there was.

Mr. WATSON. Nothing but that, to get into the detail of the case; he did not confide in me.

Mr. WEBB. I know he did not confide in you.

Mr. WATSON. He did not tell me.

Mr. WEBB. You do not say now that you have told all that was said there?

Mr. WATSON. I say that, as near as I can recall, the conversation about this case was simply the answer of this question.

Mr. WEBB. Could your mind be a blank on that subject like it was as to the point where you were to meet the judge; in the telegram, I mean? Could it be a blank there?

Mr. WATSON. No. It is not a blank on the telegram. I say if Judge Archbald met me at the Raleigh Hotel, that is where I asked him to meet me in the telegram. He met me where I asked him to meet me.

Mr. WEBB. That is as near as you can tell us the details of the conversation you had with the judge the first time you saw him after he was cited to appear down here? Have you seen him since to talk with him?

Mr. WATSON. Yes; I talked to him. I said, "How do you do this morning?"

Mr. WEBB. Have you seen him any other time; anywhere else outside of this room?

Mr. WATSON. Yes; down on the corner of the street. I walked down with him, and Mr. Worthington was making some arrangement for them to go down town, and Judge Archbald's sons were along with him. Maybe we went down on the elevator together; I do not

know that. But I know I met them on the corner of the street, because I asked somebody where I could get something to eat, and they told me to go around here somewhere.

Mr. WEBB. You do not know whether you went down on the elevator with him or not?

Mr. WATSON. I do not know.

Mr. WEBB. Why did you say you may have gone with him?

Mr. WATSON. He may have been on the elevator; I do not know. I am not tagging him up. When I got out there I know I saw him on the street corner, because I talked to him. I spoke to him something about the weather, or the way he was going down town.

The CHAIRMAN. Mr. Watson, since this investigation has been begun by this committee of Judge Archbald's conduct, you say you had a conversation with him in Scranton about the investigation?

Mr. WATSON. No; I do not think I met him but once, and that was when I asked him how he was getting along.

The CHAIRMAN. I just simply want to get at what you said and what he said at that time. As near as you can tell the committee, oblige us by telling, as near as you can recollect, what the judge said and what you said.

Mr. WATSON. The only thing I recall asking him was how he was getting along, and he replied; he may have told me considerable, and may have said, "Well, we are going along; we have been taking testimony"; and he may have given me something of the nature of the testimony. I do not recall whether he did or not. But he led me to understand it was all right, it was getting along all right, just as he expected it would. That is about all there was of it.

The CHAIRMAN. That was on Sunday?

Mr. WATSON. On Sunday morning. I remember telling him that I was going to church when I met him.

The CHAIRMAN. I wish you would tell the committee exactly what happened at this conference between you and Mr. Truesdale and Mr. Loomis, everything that you said, everything that Mr. Truesdale said, everything that Mr. Loomis said, and in your own way; I have not got that matter clear. There have been disjointed statements, more or less, made, and I would like to have a verbal photograph, if I may so speak, of the conversation had between the three of you.

Mr. WATSON. I will try to give you the conversation.

The CHAIRMAN. Just what Truesdale said, just what Loomis said, and just what you said, without going off into foreign matter.

Mr. WATSON. Do you desire me to give you the reason I went there?

The CHAIRMAN. No, sir. Just find yourself right in conference with Truesdale and Loomis, and tell us exactly what Truesdale, Loomis, and you said, as near as you can, and as fully as you can remember.

Mr. WATSON. I went to the office of the Lackawanna road—it is in the depot, the new depot, the coal office is over it—and sat down there for a moment, and some young man took me into Mr. Phillips's office adjoining the room I was in, and Mr. Phillips met me and shook hands with me, and in a moment or so Mr. Loomis and Mr. Truesdale came in the office. There may have been some one else, but if so I do not remember who it was. I knew them, however; if there was anybody there in that meeting I knew them all, except Mr. Loomis. I was introduced to Mr. Loomis, and Mr. Truesdale spoke to me, or maybe was introduced to me by Mr. Phillips, and he said, "Mr. Watson, you have something here?"

The CHAIRMAN. Who said that?

Mr. WATSON. Mr. Loomis said that; and he says, "Mr. Phillips tells me that you want to turn over the Marian dump," and he says, "Let me see if I am right about that. You are asking \$160,000 for it." I said, "No; not for that alone. We had in mind the settlement of the rate features." "Oh," he says, "we do not acknowledge anything, any liability on rate cases." He says, "At the best there could not be over a thousand or two dollars on the rate cases."

Then I got into an argument with him about that these rates had been fixed in an arbitrary way, and in the time when there was no supervision over rates, and that the Lackawanna had been slow to change their rates, that they had kept their switching charges, which I had a memorandum of. If they were true, it was the most outrageous charges I ever heard of they were charging these people for shipping their cars, and I read those to him. "Well," he says, "switching engines cost money," or something of the kind, and laughed about it. Finally Mr. Truesdale wanted me to show him those switching charges, and I read them to him, and handed him the paper I had them marked on.

Now, I recall there was something like 30 cents charged to one man, a coal operator, and I may be mistaken, but it strikes me it was more than a dollar to Mr. Boland for a like service, or to this washery. He said that could not be so, and they would investigate it. We got at the washery, and he turned to Mr. Phillips and asked Mr. Phillips—I think this was Truesdale that asked Phillips—if he had made up the data on that washery, and he said he had, and he read it, or a summary of it, or the conclusions that he had come to, and I am quite sure that he said it inventoried \$14,000, and he says, "What are you asking us \$161,000 for?" I tried to explain to him that it was a settlement of rates and that I had been advised by Mr. Boland that I could not settle a rate claim with them, and that they could use this washery, and buy it for that amount of money, and that would adjust their rate cases. He said that the amount was too high, and that he would not recognize any claim of more than twelve or fifteen thousand dollars.

He said it was enough; and then Mr. Loomis told me what a washery it was and how little profit there was in the business, and how the Peale story of, I think, not cleaning the coal was true; that the Peale story of a trade of coal from the Lackawanna, giving it to the Lackawanna and taking something else in return for it; he said it was all rot. This is Loomis that said that. Mr. Phillips rather supplemented that; said it was not true. Then I talked with Mr. Loomis about the advisability of adjusting those matters and doing away with the litigation, and he said that that was true, but that the amount asked was too great; that they could not excuse themselves for spending \$150,000, or \$160,000, or even less—he told me how much; I think about twenty or fifteen thousand, or something, would be the maximum amount. I showed him the map that had been given me by Mr. Boland, and we spread it out—this map—and it was a map showing rates to different points; and some of them did look to me—I will be frank—they looked to me as if they were overcharges and as if there were discriminations. I tried to point that out to him, and he said, "Oh, well, they never ship any coal there." That I was not prepared to answer; and so we passed along from one question to another, and from one proposition to another, along about the same lines as that. We put in nearly a whole morning, and when we got through everybody shook hands, and Mr. Loomis said, "I can not consider a proposition of that kind"; and

I went to Mr. Boland and told him—I think Will Boland first—and from that day until this I have done nothing toward an adjustment.

Some little time after that—two or three days after—I returned all of the papers and the data that I had; whatever memoranda I had saved I gave to him, and I recall there were contracts, there was a charter—a copy of a charter—there was a map, and there was a good many features and some considerable evidence that had been taken somewhere along the line, perhaps in the Peale case, and I returned all those to Mr. Boland. He took them away with him from my office. That is some few days after this happened, you know. That is about all I recall.

The CHAIRMAN. Did Mr. Truesdale say at that conference that this effort on your part to negotiate the sale of the Marian Coal Co.'s property was a holdup?

Mr. WATSON. No; I never heard that until here.

The CHAIRMAN. Did he characterize it in language of a similar import?

Mr. WATSON. Nothing of that kind. I would have known that. I would have recalled that if he had said anything of that kind; nothing that I recall at all of that kind.

The CHAIRMAN. Do you testify now that you have not received any letter from Judge Archbald relating to this matter, this Marian Coal Co. property matter, while the judge was in Washington?

Mr. WATSON. It seems to me as if, in reply to something I wrote, he did send me a letter.

The CHAIRMAN. Have you that letter?

Mr. WATSON. I have not.

The CHAIRMAN. Do you remember what the substance of it was?

Mr. WATSON. No; I do not. I do not know that it had anything to do with this case; it may possibly have had something—

The CHAIRMAN. What did you write to the judge about?

Mr. WATSON. I do not know.

The CHAIRMAN. Do you not remember that you did write him a letter about this Marian Coal Co. property?

Mr. WATSON. No. I have an indistinct recollection of writing to him—I do not know whether that was Washington or whether I was somewhere and wrote home to him—but writing to him something about I had not seen Mr. Loomis. Maybe I was in New York and wrote him, and it may be possible that I wrote him from Scranton saying I had not seen Mr. Loomis; and some other matters that I do not know what it would be.

The CHAIRMAN. Do you remember about the date of that letter you wrote him?

Mr. WATSON. No. It would be before I was here, though. It would be before I came down here some time. I do not know whether there was any court here then.

The CHAIRMAN. Since you recall having written a letter, will you state as near as you can what the substance of it was?

Mr. WATSON. If I wrote a letter to Judge Archbald that had any bearing on this case whatever, or any mention of it, it was in relation to my having failed to meet Mr. Loomis. I think Judge Archbald told me on the street, or wrote me, that he had seen Mr. Loomis and that Mr. Loomis would be very glad to meet me, just as he had volunteered on the day I was over there first and talked about this case.

The CHAIRMAN. Did you examine your file before coming here to see whether you had a copy of your letter to Judge Archbald, or a copy of his reply to yours?

Mr. WATSON. I have not got that. I know that, because I did look. When I say to you, gentlemen, so that you will understand the situation—you may think I am very dull and am trying to dodge things—when I say to you that through last September or October I was in bed a good bit of the time, and during the month of December there was some doubt about whether I would get out, and therefore matters are somewhat confused, and it is about that time I left my office—practically left my office—and went over across the street to the commissioner's office, and I have been there employed a good deal, and therefore I can not put my hand on everything as I would like to do in my office; and I do not know, and it is because I am so lazy on this subject; it is because I have doubts about it, and I do not know.

The CHAIRMAN. I have no disposition to reflect either on your memory or your desire to be frank with the committee. I am not questioning either one of these. I merely want to test the accuracy of your memory, and I want to get as fully as I can your whole testimony.

Mr. WATSON. I will say this: If I thought that Judge Archbald could have helped me to have gotten any conference with Mr. Loomis I would certainly have asked him after our first meeting. I either did ask him, or he told me he knew Mr. Loomis and would introduce me, or something of that kind was said in that meeting. Whether he said he would write to him, or whether he said he came here, I do not know; but I know we talked about it and he would introduce me to him. But if I had wanted to get Mr. Loomis, there is not a man under the stars whom I would have asked quicker than Judge Archbald, who would have given me a letter to Mr. Loomis. If I wrote him a letter touching this matter it was on that subject and no other.

The CHAIRMAN. Mr. Watson, if you can, will you please tell the committee what is the explanation, if any, that you know of, for Judge Archbald calling up Mr. Phillips on the phone and requesting him to come over to the house at that conference you said something about in the earlier part of your testimony?

Mr. WATSON. From the fact that I never heard of it until Col. Phillips told it here to-day, I have not very much of an opinion about it. I would have to think the matter over. I do not know.

The CHAIRMAN. Do you remember, since you have heard Col. Phillips tell about it here to-day?

Mr. WATSON. Do I remember what?

The CHAIRMAN. Do you remember of the conference with Judge Archbald?

Mr. WATSON. No; I never heard of it. I never heard of the conference never heard of anything; so I know nothing about it; absolutely nothing.

The CHAIRMAN. Do you know why Judge Archbald interested himself in the matter at that point, or subsequently?

Mr. WATSON. I do not. He certainly did not do it at my request, because I did not know it was done until I heard it here.

Mr. WEBB. A few days ago it was asked here if Judge Archbald had not written Mr. Christy Boland, saying, "My Dear Christy: I have seen the parties and the case can not be settled," or something like that; and later Mr. Worthington introduced a letter addressed to G. M. Watson, starting out "My Dear George," and stating practically the same?

Mr. WORTHINGTON. No; the letter produced was addressed to Christy—"My Dear Christy."

The CHAIRMAN. The "Dear Christy" letter was put in evidence.

Mr. WORTHINGTON. No; I did not put it in evidence. I showed it to C. G. Boland, and he could not identify it.

Mr. WEBB. Where is that letter?

The CHAIRMAN. I think you will find in the printed record the letter addressed to C. G. Boland, and beginning "My Dear Christy."

Mr. WORTHINGTON. It begins "My Dear Christy." That is the letter. I really do not recollect whether I have it here or not. I handed it up to some of the committee at the time.

Mr. WEBB. I would like to see a copy of that letter. I thought you offered it in evidence, but I do not find it here.

Did you ever get such a letter as that from Judge Archbald, saying "My Dear George: I have seen the parties, and the transaction is all off"?

Mr. WATSON. No. Judge Archbald never told me that he had ever said one word to those people, so I do not know if he did or did not. If he did, he never communicated that fact to me, either by word of mouth or letter. Let me correct myself just a little on that. I think that I did know of the fact, either through him or somebody else, of his talking with Loomis at the club before I ever went near them. I think I did know that.

Mr. WEBB. Did what?

Mr. WATSON. I think some one told me that Judge Archbald met Mr. Loomis at the Scranton Club before I took this matter up with the Lackawanna road, before I had even met Mr. Loomis. I think I heard that, and maybe Judge Archbald told me that he did meet him there. Outside of that, Judge Archbald has never said one word to me about a statement of this case, price, condition, or settlement, when I was going to settle, or what I was going to do with the proceeds.

Mr. WEBB. Then you never heard from Judge Archbald at all after this conference of the 6th of October; Judge Archbald has never told you on the phone, or talked to you, or written you, that the transaction was all off?

Mr. WATSON. In relation to this case?

Mr. WEBB. This case.

Mr. WATSON. Yes.

Mr. WEBB. This is the only case you have had to do with?

Mr. WATSON. No; I do not think so. I do not think I ever talked with him about it at all. As a matter of fact, I did not see Judge Archbald very much, and I would remember if he had talked with me about this case, and I do not think that he did or that I did.

Mr. STERLING. You say some one told you that Judge Archbald had talked to Loomis at the club about it?

Mr. WATSON. That is another hazy thing. Perhaps it was Judge Archbald who told me that he had seen Mr. Loomis up at the club?

Mr. STERLING. About this case?

Mr. WATSON. No; about the meeting. You know that is the way he talked about the meeting.

Mr. STERLING. That occurred before ever you were in the case at all. You said a moment ago you had not even engaged yourself to the Bolands, or had not taken it up with the railroad company. Somebody told you that Judge Archbald had talked with Loomis at the club about it, at the time, about that case?

Mr. WATSON. Before I had gone to the Lackawanna; I think I had this case for a month or two before I went up.

Mr. STERLING. You said that occurred before you had been engaged by the Bolands.

Mr. WATSON. If I did, then I want to correct my testimony, because I know nothing about Judge Archbald talking with him, except it happened since my engagement on these cases.

Mr. STERLING. Who told you that they had a conversation at the club?

Mr. WATSON. It may have been Judge Archbald who told me that he had met Mr. Loomis there.

Mr. STERLING. What did Judge Archbald tell you they had said?

Mr. WATSON. I do not know, unless he said to me that "I met Mr. Loomis, and he will meet you." I know I got that information, and I am sure from Judge Archbald, that Mr. Loomis told him he would meet me.

Mr. STERLING. Where did that conversation occur?

Mr. WATSON. It may have happened in his office or it may have happened on the street; I do not know. I did not go to his office very much—very frequently. I do not recall his being in my office.

Mr. STERLING. How did he come to tell you that?

Mr. WATSON. Because he volunteered to introduce me to Loomis, or I had asked him to do it. He either said he would, or I asked him if he would not do it.

Mr. STERLING. This was not in his office when you told him that you—

Mr. WATSON (interrupting). That was right in his office.

Mr. STERLING. It was there that he told you he had talked with Loomis?

Mr. WATSON. No; because he had not talked with him then. It was after that that he talked to him.

Mr. STERLING. Where was it?

Mr. WATSON. It may have been in his office.

Mr. STERLING. Where did you see him where he told you he had talked with him at the club?

Mr. WATSON. I would think it was in his office.

Mr. STERLING. Did you go there to see him about it?

Mr. WATSON. No.

Mr. STERLING. What did you go for?

Mr. WATSON. I do not know.

Mr. STERLING. You did see him, then, and asked him if he had talked to Loomis?

Mr. WATSON. I do not think I did. I think he voluntarily said he had seen Loomis and Loomis would see me. I am quite sure he told me that.

Mr. STERLING. He volunteered to tell you that he had seen Mr. Loomis and that Loomis would see you with reference to this dump?

Mr. WATSON. You have included not only what he volunteered to say, but what Mr. Loomis said. I would not go as far as that. But my recollection is that Mr. Loomis would see me. I think that is what he said. I recall very well the morning I went along past his door, he was talking with some man—perhaps Mr. Green, or somebody—and he says, "Say, by the way, I saw that man." That is what I remember about it. "You can see him. It will be all right. Make an arrangement with him. You had better do it through somebody." Whether he mentioned the man or not, the man at the station who would know when he would be there, to call me on the phone.

Mr. STERLING. How long was that after your first conversation?

Mr. WATSON. I do not know. Maybe a week, maybe two weeks, maybe three weeks; I do not know.

Mr. STERLING. He just said to you, then, that he had seen that man?

Mr. WATSON. Yes.

Mr. STERLING. You knew whom he meant?

Mr. WATSON. When he mentioned his name I stopped.

Mr. STERLING. Did he mention his name, or that he had seen "that man"?

Mr. WATSON. Yes.

Mr. STERLING. Did he just say to you that he had seen that man?

Mr. WATSON. Yes; but I stopped, and he said, "Mr. Loomis will meet you," as I recall it now.

Mr. STERLING. What other conversations did you have with Judge Archbald?

Mr. WATSON. I do not think any at that time, and I do not know that I talked with him since.

Mr. STERLING. Are you acquainted with these two gentlemen who sit on either side of Mr. Worthington [referring to Mr. Price and Mr. Martin]?

Mr. WATSON. Yes; I think I know them. I have known them a great many years.

Mr. STERLING. Mr. Martin and Mr. Price; are those their names?

Mr. WATSON. Yes.

Mr. STERLING. How long have you known them?

Mr. WATSON. I have known Mr. Price for more than 30 years.

Mr. STERLING. They live in Scranton?

Mr. WATSON. Yes. I have known Mr. Price for more than 30 years, and I have known Mr. Martin since he was a boy living up at Moscow.

Mr. STERLING. They are practicing attorneys at Scranton?

Mr. WATSON. Oh, yes.

Mr. STERLING. And they have offices in the same place you do, the same building?

Mr. WATSON. Mr. Martin's office is in the Connell Building. Mr. Price's office is in the board of trade now, I think; is it not, Mr. Price?

Mr. PRICE. Yes.

Mr. STERLING. Has either of those gentlemen talked to you about this case since it became public?

Mr. WATSON. No.

Mr. STERLING. Since the papers first published an account of these charges?

Mr. WATSON. No, sir. I have not spoken to Mr. Price until I met him, I think, here this morning. I have not seen him since this matter has been going on. Mr. Martin, I met him—I do not know when he came home—some time when he came home from here; maybe it was Saturday night or Sunday, this last week some day, when he came up; I saw him on the street by the office building, and I said to him, "How are you getting along?" He says, "All right. I can not talk to you now," and he went into the building.

There was some lady with him, maybe a stenographer that came over with him. That is the extent of my conversation with Mr. Martin until yesterday morning on the train. Mr. McGardee and Mr. Martin got on the train I was on, and I did not want to get off because they got on, and I have been advised that Mr. Martin would not talk to me; but he did, and we talked about everything from killing chickens to running automobiles, from Philadelphia, or Wayne Junction.

Mr. STERLING. Have you ever talked with Mr. Martin about this case?

Mr. WATSON. I have not.

Mr. STERLING. If you had said that five minutes ago you would have saved a lot of time.

Mr. NORRIS. I want to ask you again, Mr. Watson, about that meeting with these railroad officials. In answer to the question of the chairman you reviewed what happened. Have you told us all that occurred?

Mr. WATSON. I do not think I have told half that was said there, because there was more or less talk about these matters.

Mr. NORRIS. You know the chairman asked you to tell all?

Mr. WATSON. I can not tell all.

Mr. NORRIS. Have you told all you know?

Mr. WATSON. I have told about all that I can remember, only I know there was a great deal more conversation, because we talked an hour and a half.

Mr. NORRIS. In listening to you tell what occurred there I did not notice that you made any use of those briefs you had come to Washington to get at the time you wired Judge Archbald.

Mr. WATSON. You did not notice it?

Mr. NORRIS. No.

Mr. WATSON. I will tell you what I did, and the brief I had before that committee. I had a statement made up of my own, made from the data given me by Mr. Boland, together with what I had learned as to the rates that had been changed in the Meeker case.

Mr. NORRIS. I do not care for that; that is not answering my question. Will you tell us the use you made of those briefs?

Mr. WATSON. Only the information I got from them; that is all.

Mr. NORRIS. You have not told us anything yet. All the information you have told about using was what you got from Mr. Boland, or simply you knew yourself.

Mr. WATSON. I did not get very much information from those books; no; that is true. But I did get a discussion of rates in there.

Mr. NORRIS. You had a discussion of rates?

Mr. WATSON. Yes.

Mr. NORRIS. But you did not accomplish anything on that, notwithstanding those briefs in that other case. You did not seem to know enough about rates to hold up your end of the debate with those officials.

Mr. WATSON. I knew what they were doing there, and the largest part of this matter was made up of a shipment to Stroudsburg, and to, maybe, the Lehigh & Hudson—some railroad; I forget the title of it now. That was the largest thing we talked about. There were a good many hundred dollars, a good many thousand dollars.

Mr. NORRIS. Do you remember the date of that?

Mr. WATSON. That I can not give you, because the paper there—

Mr. NORRIS. It was Monday or Tuesday after your trip to Washington?

Mr. WATSON. This meeting?

Mr. NORRIS. Yes.

Mr. WATSON. My recollection is it was.

Mr. NORRIS. Can you be positive it was after your trip to Washington?

Mr. WATSON. I can be positive; so that I am sure that I did not meet those people until Monday or Tuesday after the 6th.

Mr. NORRIS. After the 6th?

Mr. WATSON. Yes; I am sure of that.

Mr. NORRIS. I want to ask you again, Will you swear positively that that meeting with those officials in Scranton occurred after your trip to Washington, the time you had wired Judge Archbald to meet you?

Mr. WATSON. No, sir; I will not swear positively to anything that happened after that meeting; I do not know.

Mr. NORRIS. Do you want this committee to understand that you do not know whether that took place before or after that trip to Washington?

Mr. WATSON. I am of the opinion that it took place after my coming here, and I do not know how it could have taken place before, because I am sure I came here for information, and I would not have come for information.

Mr. NORRIS. You know whether it took place before or afterwards, do you not?

Mr. WATSON. My recollection is it took place before.

Mr. NORRIS. But you will not swear to it?

Mr. WATSON. I want to get some data, because I do not know.

Mr. NORRIS. Then why do you not say so?

Mr. WATSON. The thing may have happened, and it may not have, that I used those books, and I came after them for that purpose, just that very purpose, and it was for my information.

Mr. NORRIS. You might have come after them for some other purpose?

Mr. WATSON. No; not some other purpose; it was on the same case.

Mr. NORRIS. Then you must have come after them for that purpose. I would like to know, if you can tell, if you can make it positive, whether that thing took place before or after your trip to Washington?

Mr. WATSON. My recollection is that is what I came to Washington for—to get the information.

Mr. NORRIS. I know; you said that before.

Mr. WATSON. That is my recollection, and I swear to the best of my recollection that is what I did.

Mr. NORRIS. That is all.

Mr. WEBB. On that point, you say the next day was Sunday?

Mr. WATSON. After I was here? Yes.

Mr. WEBB. You were here on the 6th?

Mr. WATSON. No; I was here on the 7th. It was the 6th that I sent the telegram.

Mr. WEBB. You were here the 7th, were you?

Mr. WATSON. Yes. I remember that I went from New York up on Sunday, because I could not get up from Philadelphia on the Belvidere branch.

Mr. WEBB. Then the conference must have been somewhere about the 10th?

Mr. WATSON. It may have been later in the week; but I think it was right close on the heels of my being here. If I had kept a record, which I thought I had, I could have given you the dates.

Mr. WEBB. Did you ever tell Mr. Boland that Judge Archbald would not take your watch, but he might take your chain?

Mr. WATSON. No, sir; I never heard of that until I read it in the papers.

Mr. WEBB. You never used that expression?

Mr. WATSON. I never did in my life in relation to Judge Archbald; no. I never heard it until I read it in the papers.

Mr. WEBB. Are you in the habit of using that expression? Is that one of your expressions?

Mr. WATSON. In relation to a watch and chain? I should say not. I do not think I ever used that expression. I thought it was a kind of a new one on me, "take your chain and leave your watch," or "take your watch and leave your chain." I do not know that I ever heard that. It sounded foreign to me.

Mr. WEBB. I ask you if you did not show W. P. Boland a letter from Judge Archbald starting out, "Dear George," and telling you that the deal had fallen through. Do you not remember getting that letter?

Mr. WATSON. I say positively that I never received a letter like that from Judge Archbald; never; and I could not have shown it to Boland if I had not received it.

The CHAIRMAN. Mr. Worthington, you may question the witness if you desire.

Mr. WORTHINGTON. One thing, there has been some testimony here in relation to you that I have not heard you asked about, and that is about a division of the difference between one hundred thousand and a hundred and sixty thousand dollars into fours. Have you read the testimony on that subject?

Mr. WATSON. Yes.

Mr. WORTHINGTON. What have you to say about it, Mr. Watson?

Mr. WATSON. I never heard that until I read it.

Mr. WORTHINGTON. Had there been any suggestion by anybody, while the negotiations were going on, that Mr. Phillips or Mr. Loomis should participate in what was to be paid?

Mr. WATSON. Absolutely not.

Mr. WORTHINGTON. Was there any suggestion at any time that Judge Archbald should receive anything in any way as compensation for what he did in this matter?

Mr. WATSON. Not to me; I never heard of it.

Mr. WORTHINGTON. Was there anything said about that by anybody, to your knowledge?

Mr. WATSON. No; I do not know anything about that. Only two people that I ever heard was to get any money out of this, and one was Reynolds and one was me. That is all I ever heard of.

Mr. WORTHINGTON. Have you any recollection of a statement that has been prepared for use in this matter on behalf of the Bolands, prepared by their former clerk, Mr. Pryor?

Mr. WATSON. In this case?

Mr. WORTHINGTON. Yes; in the negotiations for a settlement with the railroad company. You said you had a lot of figures.

Mr. WATSON. Plenty of figures, but I do not know who prepared it.

Mr. WORTHINGTON. Do you remember having anything that was in the form of a statement of the claims of the Bolands against the railroad company?

Mr. WATSON. I think the paper Mr. Boland gave me showed shipping charges, switching charges, rates, and mileage, and it was brought to me in rather a fragmentary way, and then afterwards compiled. I had it in form when I was over before the railroad people.

Mr. WORTHINGTON. What did you do with that paper that was in form?

Mr. WATSON. I gave it back to Mr. Boland.

Mr. WORTHINGTON. Which Mr. Boland?

Mr. WATSON. Mr. W. P. Boland, I think, took all of the papers, the contract, a copy of the charter, and a map, and everything. I told him I could do nothing with it, and I gave it to him.

Mr. WORTHINGTON. When did you give it back to him?

Mr. WATSON. It was just after this interview. When I decided I could not do anything, that is when it was; I do not know when that was.

Mr. WORTHINGTON. About the third paper that you received when you were down here in Washington, on the 7th of October; do you recall anything about what the indorsement on it was?

Mr. WATSON. No; because it may have been a statement of this case; I do not know.

Mr. WORTHINGTON. What has become of that paper?

Mr. WATSON. I do not know; I supposed I had it.

Mr. WORTHINGTON. What instruction was given to the clerk, or the official who went off to get the papers? What was said to him about what he was to get?

Mr. WATSON. I think I told him that I wanted to get the record of this case. I think I gave him all the instruction that was given him. I think I asked him what he had on that Meeker case, and he brought back this stuff.

Mr. WORTHINGTON. Can you tell the committee whether or not that other paper book which you got was a copy of the petition which was filed in the Court of Commerce, and which contained the opinion in full of the Interstate Commerce Commission in the case?

Mr. WATSON. I could not tell you, but I know I got information from one of these papers, and I did not find it in these books.

Mr. WORTHINGTON. As to these books, look on page 17. There is something there I would like to have read into the record, about what the Interstate Commerce Commission had said in the way of reducing rates. Will you look at that book, on page 17?

Mr. WATSON. I remember seeing that.

Mr. WORTHINGTON. I would like to have that read into the record.

The CHAIRMAN. All right.

Mr. WATSON. I remember seeing this somewhere.

Mr. WORTHINGTON. Read it into the record, then, just that quotation.

Mr. NORRIS. Let us get what it is first.

Mr. WORTHINGTON. It is a quotation.

Mr. NORRIS. I understand it is a quotation taken from the brief.

Mr. WORTHINGTON. Taken from the brief.

Mr. NORRIS. Which brief?

Mr. WORTHINGTON. It is one for Meeker.

Mr. NORRIS. State also from what the quotation is taken, so that we will understand just a little what he is reading.

The CHAIRMAN. Yes; tell us the title of the pamphlet, and then the page the quotation is on.

Mr. WORTHINGTON. The heading at the foot of page 16—

The CHAIRMAN. What is the name of the pamphlet?

Mr. WORTHINGTON. I have already stated it is a brief that was filed on behalf of Meeker in the Commerce Court.

The CHAIRMAN. By whom?

Mr. WORTHINGTON. By William A. Glasgow, jr., counsel for Henry E. Meeker, surviving partner.

The CHAIRMAN. You desire to read something?

Mr. WORTHINGTON. On page 17, under the heading, "The conclusion reached by the commission was," then in quotation marks the conclusion reached by the commission in the reduction of rates.

The CHAIRMAN. The witness says he remembers having read that.

Mr. WATSON. I do not remember reading that. I remember I got the information somewhere, and I might possibly have read that; I presume I did.

Mr. WORTHINGTON. May I read it, to save the witness?

Mr. WATSON. I wish you would.

The CHAIRMAN. You may read it, Mr. Worthington.

Mr. WORTHINGTON. The quotation is this:

"After careful study of defendant's exhibits, relating to tonnage and cost of movement, as well as a painstaking analysis of defendant's voluminous exhibits respecting its past and present financial condition, we are of opinion, and so find, that defendant's rates for the transportation of coal from the Wyoming region to Perth Amboy of \$1.55 per gross ton on prepared sizes, \$1.40 on pea coal, and \$1.20 on buckwheat coal are unreasonable so far as they exceed \$1.40 on prepared sizes, \$1.30 on pea coal, and \$1.15 on buckwheat."

Have you any means of fixing, by reference to anything you have, or may be able to put your hands on, the date of that meeting with Mr. Truesdale and Mr. Loomis in Scranton?

Mr. WATSON. I have nothing but this letter [indicating].

Mr. WORTHINGTON. That is the letter of October 2?

Mr. WATSON. Marked "Exhibit 86." That is the only thing I have, and I am quite sure that I met these people very soon after, and I think it was the following Monday or Tuesday. That is from recollection. I recall that I was advised of their coming by some one calling me, which I believe to have been Mr. Phillips, who was here and testified. On that call, or that notice that they would be in Scranton, I went to the station and met them.

Mr. WORTHINGTON. That is all, Mr. Chairman.

Mr. NORRIS. May I see that brief you read from, Mr. Worthington? I want to ask the witness a question about this [referring to brief]. This statement that was read by Mr. Worthington from page 17 of this brief you say was called to your attention, and you got that information somewhere?

Mr. WATSON. Yes; I read it somewhere; and more than that, very much more than that.

Mr. NORRIS. The information contained in that statement would not be of any value, would it, in that discussion with those railroad men?

Mr. WATSON. It found the fact; that is all.

Mr. NORRIS. That is one of the things that had been appealed from and was pending in this Commerce Court?

Mr. WATSON. Yes; but it found a fact?

Mr. NORRIS. It was not settled?

Mr. WATSON. I could not go to the railroad company and say, "This is the law." But to a man who knew nothing about it, it would give some light on the subject—how to approach it.

Mr. NORRIS. This particular quotation was not the finding of the Interstate Commerce Commission in the particular case that you would have up for discussion with these railroad officials, was it?

Mr. WATSON. Certainly not. That was only the view they took on rates; that is all.

Mr. NORRIS. They say in that quotation:

"Rates for the transportation of coal from the Wyoming region to Perth Amboy of \$1.55 per gross ton on prepared sizes, \$1.40 on pea coal, and \$1.20 on buckwheat coal are unreasonable so far as they exceed \$1.40 on prepared sizes, \$1.30 on pea coal, and \$1.15 on buckwheat."

Where is Perth Amboy?

Mr. WATSON. It is on tidewater in New Jersey, close to New York. That is a point where the freights, or the tariff, is just the same as it is to Hoboken, across the river.

Mr. NORRIS. And the Wyoming region was this same region?

Mr. WATSON. The Wyoming region is a few miles below Scranton, and it is the same freight belt, the same loop.

Mr. NORRIS. Do you know whether that is the only quotation from the opinion of the Interstate Commerce Commission that you saw?

Mr. WATSON. I do not recall that. I do not recall reading that out of that book. I do not know whether I did or not. I presume I did.

If I read the book, I read it.

Mr. NORRIS. I thought you studied it so closely you would perhaps remember it yet.

Mr. WATSON. I perhaps read the facts and a good bit about that case; I think I did.

Mr. NORRIS. Do you know whether there is another quotation in this brief?

Mr. WATSON. I do not.

Mr. NORRIS. Do you know whether there is another quotation from the Interstate Commerce Commission opinion in the other brief?

Mr. WATSON. I do not.

Mr. NORRIS. Do you know whether there is any quotation in the brief we do not have here?

Mr. WATSON. I do not.

Mr. NORRIS. Who paid your expenses down to Washington to get these two briefs?

Mr. WATSON. If it is pertinent and necessary to be known, I will tell you.

Mr. NORRIS. I think it ought to be known.

Mr. WATSON. I prepared the telegram, and some time in the afternoon Mr. Christy Boland came and gave me \$50.

Mr. NORRIS. What for?

Mr. WATSON. To come to Washington.

Mr. NORRIS. That was to pay your expenses?

Mr. WATSON. I suppose so. That is what I used it for.

Mr. NORRIS. And all you got for that \$50 were these two little briefs here—

Mr. WATSON. All I got.

Mr. NORRIS (continuing). That could have been gotten by mail by the expenditure of about 4 cents postage?

Mr. WATSON. That perhaps was true.

Mr. NORRIS. And, as a matter of fact, these briefs were not what you wanted, and did not do you any good?

Mr. WATSON. It seems not. If I did not get any other information, they do not seem to be worth quite \$50. But I had information enough, so that I kept them dancing for an hour and a half.

Mr. NORRIS. What you were trying to get you could have gotten for less than 10 cents, could you not?

Mr. WATSON. If you knew a man was going to meet you on Monday, and you expected to have a conference quickly, and you wanted the information, and you thought you had to have it, you would hunt around for it, would you not?

Mr. NORRIS. I do not know whether I would or not. If I were a practicing lawyer and took \$50 from my client to do what you did here I would rather be under the impression that I ought to plead guilty to something. As a matter of fact, you were employed in this particular case, were you not, and we presuppose you must have had some knowledge, when you wanted to get an Interstate Commerce Commission opinion, where to go to get it and how to go about to get it.

Mr. WATSON. I do not care to answer that question, if that is your view of the matter. They may have gotten a good bit more for the \$50. I think they did. They have gotten more than they ever paid for; I know that.

Mr. NORRIS. All they got for that \$50 were these little pamphlets?

Mr. WATSON. You can conclude that is so.

Mr. NORRIS. If there is anything else I would like to have you tell it; you are on the witness stand and under oath.

Mr. WATSON. I do not know that the \$50 was paid for simply coming to Washington. It was paid along with the expenses of the case. And still I do not know but what he gave it to me—I know he would not have given it to me if I had not been coming to Washington.

Mr. NORRIS. It would take that to pay your expenses, would it not?

Mr. WATSON. No; I do not think so; I am not very expensive.

Mr. NORRIS. You go to see judges and to the Hotel Raleigh in Washington?

Mr. WATSON. Judge Archbald, as I have known him—I never could induce him to drink; and I quit some time ago, and so I do not have to have any expense of that kind, and I think my expenses would be about \$15, usually.

The CHAIRMAN. Mr. Worthington has said he would probably want to ask you a question to-morrow, Mr. Watson, if he finds a certain paper. I have asked him if he gets that paper to show it to you, and if he then determines that he wants you to remain over to-morrow to interrogate you about that paper, you will remain over. But unless he tells you he wants you to remain over for the purpose of examining you about the paper, you may be discharged and go home.

Mr. WEBB. I want to ask that Mr. Worthington place in evidence now the letter beginning "My Dear Christy," from Judge Archbald.

Mr. WORTHINGTON. I have not that letter here, and my recollection is it was put in evidence. I think it was passed up and put in evidence.

Mr. FLOYD. That is my recollection of it, but I can not find it anywhere in the evidence.

Mr. WORTHINGTON. If you are absolutely sure that it is not among the exhibits, I must have it, and I will make a search among my papers for it.

Thereupon, at 6.06 o'clock p. m., the committee adjourned until to-morrow, Tuesday, May 28, 1912, at 10 o'clock a. m.

COMMITTEE ON THE JUDICIARY.

HOUSE OF REPRESENTATIVES.

Tuesday, May 28, 1912.

The committee met at 10.35 o'clock a. m., Hon. HENRY D. CLAYTON (chairman) presiding.

Present: The committee; Hon. Robert W. Archbald; Hon. A. S. Worthington, M. J. Martin, Esq., and Samuel B. Price, Esq., counsel for Judge Archbald; Wrisley Brown, Esq., assistant to the Attorney General, and others.

FURTHER TESTIMONY OF GEORGE M. WATSON.

The CHAIRMAN. Mr. Watson, I understand that you desire to say something further?

Mr. WATSON. I wish to make a statement in relation to the meeting.

The CHAIRMAN. Yes.

Mr. WATSON. Last night in thinking over the meeting in the Lackawanna office, the question was asked me, and asked Mr. Phillips also, as I recall, if Judge Archbald's name was mentioned in that conference. I either said no or that I did not remember.

Now, Judge Archbald's name was mentioned in that conference, and my recollection is, by Mr. Loomis, who passed some comment on Judge Archbald and our being there at that meeting. He said it loud enough so that all ought to hear, because I was farther from him than Mr. Phillips, or even Mr. Truesdale, and he spoke out and said something: "We are here," or "How is Judge Archbald?" or something like that, which implied, as I took it, that we were there by some arrangement that Judge Archbald had made.

The CHAIRMAN. Who was it who said that?

Mr. WATSON. I think it was Mr. Loomis.

The CHAIRMAN. Mr. Loomis, you think, said it?

Mr. WATSON. I think so. I don't know why Mr. Truesdale would say it, unless he had been advised by some one else, because I had not written him, and I know it must have happened in that meeting, because Mr. Loomis did say something about Judge Archbald, and it was the only time I met Mr. Loomis—so it must have been in that meeting. I want that corrected, to correct my statement.

The CHAIRMAN. Well, your statement this morning will, of course, go into the printed record.

Mr. WATSON. Yes.

The CHAIRMAN. And when your testimony is under consideration this will be considered in connection with your previous statement.

Mr. WATSON. That is all I desired to say. It came to my mind last evening, or last night, and I wanted to correct it.

Mr. WORTHINGTON. I said last night that I would get a copy of the petition that was filed in the Commerce Court in the Meeker case and exhibit to the witness, and see if he could identify that as one of the papers that he got when he came down here. We got that paper, but I left it at my office and one of our party has gone down there to get it and I expect it will be here in a moment or two. In the meantime, I produce now the "My Dear Christy" letter, which I think one of the members of the committee said yesterday he would like to have here. I had it in my bag.

Mr. WEBB. Read it, Colonel, and put it in the record.

Mr. WORTHINGTON. Shall I read it?

Mr. WEBB. Yes.

Mr. WORTHINGTON. This is an exact copy. It is headed "(Copy)."

(The above-mentioned letter is marked "Exhibit 87.")

Mr. WORTHINGTON thereupon read aloud the above-mentioned letter, as follows:

Exhibit 87.

(Copy.)

SCRANTON, PA., November 13, 1911.

C. G. BOLAND, Esq.,
Scranton, Pa.

MY DEAR CHRISTY: I had an interview with our friend this afternoon, and I regret to say that I did not succeed in doing anything. I tried to get him to make a counter proposition to the one which had been submitted upon your side. But he seemed to feel that the amount which he would be willing to offer was so inconsiderable that it was hardly worth the while. I regret to report this as the final outcome of the efforts of settlement which have been made, but I see nothing to be attained any further here.

I return herewith the papers which you let me have.

Yours, very truly,

Mr. WEBB. Who is that supposed to be signed by? It is a copy.

Mr. WORTHINGTON. It is supposed to be signed by Judge Archbald.

The CHAIRMAN. Do not let us have suppositions. You are Judge Archbald's counsel. Is that a copy of the "Dear Christy" letter that Judge Archbald sent?

Mr. WORTHINGTON. I am informed that it is a copy of that letter sent to him. The committee will remember that I produced that letter and showed it to Boland and asked if it was not a copy of the letter he received, and he could not identify it; neither could W. P. Boland say that there ever was such a letter seen by him.

The CHAIRMAN. There is a great deal of latitude allowed by the committee in taking testimony in an investigation of this sort, but I hardly think it ought to cover suppositions.

Mr. WORTHINGTON. This letter is referred to on page 554 of serial No. 5.

The CHAIRMAN. Then you will want to interrogate Mr. Watson further when the paper comes from your office to which you have just referred?

Mr. WORTHINGTON. I should like to.

The CHAIRMAN. Well, you may do that. [The paper above referred to having been received, the following took place:]

Mr. WORTHINGTON. Mr. Chairman, I have shown Mr. Watson this paper, and I will ask him some questions about it.

The CHAIRMAN. Very well.

Mr. WORTHINGTON. I want to show you this paper entitled "Petition and exhibits" in No. 49, United States Commerce Court, and ask you what is your recollection as to whether that is one of the papers you got when you were down here on the 7th of October last?

Mr. WATSON. The last part of this book is the information that I had when I talked with the people in the Lackawanna office.

The CHAIRMAN. Please give Mr. Worthington, if you can, a categorical answer to his question, and then make your explanation.

Mr. WATSON. I got a book like this at the time I was here, but whether that was the information that I carried in there, or whether it was made from a typewritten statement that I had in my possession, I do not know. I do not know whether I took the book before the railroad men, but I got a book like this.

The CHAIRMAN. Like that?

Mr. WATSON. Yes; I read a book like that.

Mr. WORTHINGTON. I do not care to ask anything further.

The CHAIRMAN. Read the title of that book, please.

Mr. WATSON. It is "Petition and exhibits," No. 49, Lehigh Valley Railroad Co. against the United States, respondent.

The CHAIRMAN. Is that all that is on the title page?

Mr. WATSON. No; there is "United States Commerce Court."

The CHAIRMAN. Give it to me, and I will read it so that there will be no mistake about it. I will ask the reporter to take it down as I read it.

The chairman read the title page of the book referred to, and the same is as follows:

49.

UNITED STATES COMMERCE COURT.

Lehigh Valley Railroad Co., petitioner, against United States, respondent.

Term, —, 1911. No. —.

PETITION AND EXHIBITS.

E. H. BOLES,

Solicitor for Petitioner,

143 Liberty Street, New York, N. Y.

JOHN G. JOHNSON,

FRANK H. PLATT,

EVERETT WARREN,

Counsel.

Stillman Appellate Printing Co., 51 Broad Street, N. Y.

The CHAIRMAN. That is the title page of the pamphlet about which Mr. Worthington has interrogated you?

Mr. WATSON. Yes, sir.

Mr. NORRIS. Is that all?

Mr. WORTHINGTON. Yes.

Mr. NORRIS. I want to see the book. Will you hand it to me, please.

(The book referred to was handed to Mr. NORRIS.)

Mr. NORRIS. Mr. Watson, this pamphlet that you exhibit, of which the chairman has just read the title, is the other one of the three books that you were testifying about yesterday, is it?

Mr. WATSON. Yes; I think so; because the back part of this book contains the information that I had. This \$1.40—

Mr. NORRIS. Then you were mistaken yesterday in your testimony when you testified that the third book, as you called it, was another brief?

Mr. WATSON. Well, maybe I was, if I called it a brief.

Mr. NORRIS. Well, you did yesterday.

Mr. WATSON. Then it was a mistake, because I think it was that book.

Mr. NORRIS. That is it?

Mr. WATSON. I think it was a copy of that book.

Mr. NORRIS. You think it was either this or a copy of it?

Mr. WATSON. Oh, it was not that one. It could not be.

Mr. NORRIS. It was the same thing?

Mr. WATSON. Yes. The back part of that book contains just what I read in the book, where it reduced, or said the rate of more than \$1.40 on prepared sizes of coal was too much.

Mr. NORRIS. The back part of it—

Mr. WATSON. I identify the book by that.

Mr. NORRIS (continuing). Is the order?

Mr. WATSON. Oh, no.

Mr. NORRIS. It is just before the order?

Mr. WATSON. Before the order. I think it is about the last paragraph there.

Mr. NORRIS. The last paragraph of the page?

Mr. WATSON. Well, I can not tell you right—

Mr. NORRIS. That last paragraph is: "And it is further ordered that a copy of this order be served upon each of the parties to said case." Is that it?

Mr. WATSON. No; there is a place where it says \$1.40 for prepared sizes and another rate for pea and another rate for buckwheat coal.

Mr. NORRIS. That is what I read yesterday, is it not, out of the brief?

Mr. WATSON. Yes.

Mr. NORRIS. The same thing?

Mr. WATSON. But this is in a different—

Mr. NORRIS. I wish you would take this and point out to me just exactly what the part of it is that you refer to.

Mr. WATSON. That I read?

Mr. NORRIS. That you read.

Mr. WATSON. I identify this, not as a copy—I think it is a copy—but as a book that I had in my possession for the various reasons. First, because it names some engineers that I knew.

Mr. NORRIS. Yes.

Mr. WATSON. And some men that were connected with these roads that I knew of.

Mr. NORRIS. Yes.

Mr. WATSON. And they had made estimates as to the cost of shipping coal.

Mr. NORRIS. Yes.

Mr. WATSON. One made it at 76 cents. I never had heard of it. I read it in this book. That is next to the last paragraph, we will call it.

Mr. NORRIS. On what page?

Mr. WATSON. Pages 162 and 163.

Mr. NORRIS. All right. That identifies it.

Mr. WATSON. That was a very important matter to me; and I found I had it in typewritten form when I got home—the same thing.

Mr. NORRIS. This in one of the books, or a copy of one of the books, that you got at the time you went with Judge Archbald to the Commerce Court and were looking for the orders of the Interstate Commerce Commission in what was known as the Meeker case?

Mr. WATSON. Yes.

Mr. NORRIS. This is one of them?

Mr. WATSON. I think that is a copy of what I received there.

Mr. NORRIS. This, with the two briefs that you identified yesterday, constitutes all you did get?

Mr. WATSON. I do not know that. It may be that I got some other papers there, but I do not recall them.

Mr. NORRIS. You have no recollection of that?

Mr. WATSON. I do not; I do not recall anything.

Mr. NORRIS. At that time when you were with Judge Archbald you told him what you wanted, did you not?

Mr. WATSON. Well, perhaps I did; perhaps I told him.

Mr. NORRIS. What you really wanted was the record of the Interstate Commerce Commission in the—what is the case?

Mr. WATSON. The Meeker case.

Mr. NORRIS. In the Meeker case. Was not that it?

Mr. WATSON. Well, I wanted that—what I got there.

Mr. NORRIS. You did not know what you were going to get when you sent for these?

Mr. WATSON. I knew about what we wanted.

Mr. NORRIS. What did you ask for?

Mr. WATSON. That I can not tell you.

Mr. NORRIS. Did you not testify yesterday that what you wanted to get was the record of the case before the Interstate Commerce Commission?

Mr. WATSON. Yes, sir; it was; and I wanted to get the disposition that they had made of that case. I wanted to get it.

Mr. NORRIS. All right. You evidently told Judge Archbald that because you did not know just where you could get this record, did you?

Mr. WATSON. No, sir.

Mr. NORRIS. You were hunting for it?

Mr. WATSON. No, sir; I did not know.

Mr. NORRIS. You did not know?

Mr. WATSON. No, sir.

Mr. NORRIS. Then I presume you asked Judge Archbald where you could get it, did you not?

Mr. WATSON. It is more than likely that I did.

Mr. NORRIS. Did not Judge Archbald tell you that the place to get the record, the Interstate Commerce Commission in that case, was to go to the Interstate Commerce Commission and not to the Commerce Court? Did he not tell you that?

Mr. WATSON. I have an indistinct recollection that we did talk about some commission or some other office. This was Saturday afternoon.

Mr. NORRIS. At that time had you studied the law enough to know that there was such a thing as the Interstate Commerce Commission?

Mr. WATSON. Yes; I knew of it. I knew about the Sherman law.

Mr. NORRIS. When he told you that was the place to get their records, what did you say to him?

Mr. WATSON. I don't know.

Mr. NORRIS. That is all.

Mr. WATSON. I don't know what I said.

The CHAIRMAN. Mr. Worthington, the committee desires that those three pamphlets—

Mr. NORRIS. I have another question about this.

The CHAIRMAN. But let me finish this statement.

Mr. NORRIS. Certainly; but I want to finish the examination.

The CHAIRMAN. Referring to those three pamphlets that have been referred to, numbered 49, the three several pamphlets or documents that have been read in the testimony, the committee desires that those papers be left in the custody of the committee, but not to be incorporated into the record, as it would unnecessarily encumber the record. The committee desires to have them left with it, so that it may make such use as it desires of the pamphlets. You do not desire to have them printed in the record?

Mr. WORTHINGTON. Not at all.

Mr. NORRIS. How did you happen to have your memory refreshed since you have been on the witness stand in regard to this other exhibit that you have identified this morning?

Mr. WATSON. It was shown to me. They handed me the book and I read it.

Mr. NORRIS. Who showed it to you?

Mr. WATSON. Mr. Worthington.

Mr. NORRIS. When did he do that?

Mr. WATSON. Fifteen or twenty minutes ago.

Mr. NORRIS. You recognized it as being a copy of the other pamphlet?

Mr. WATSON. I recognized that last part of that book as being contained in a book that I had read, and I—

Mr. NORRIS. Did he call your attention particularly to that particular page?

Mr. WATSON. No; no.

Mr. NORRIS. You found that, did you?

Mr. WATSON. He told me it was a brief.

Mr. NORRIS. It is not a brief, though. I do not suppose he told you that.

Mr. WATSON. Not a brief, but a petition; and he opened it at that point where the petition occurs, right there [indicating].

Mr. NORRIS. That is not anywhere near the page you identified.

Mr. WATSON. No, sir.

Mr. NORRIS. You located that there yourself?

Mr. WATSON. I did. I just turned it over and looked at the back part of it, because I recall that is where it was that I read that.

Mr. NORRIS. That is all.

Mr. WORTHINGTON. I handed that to you right across the table here, did I not?

Mr. WATSON. Yes, sir; just here.

The CHAIRMAN. The Chair may say, right in this connection, that last night Mr. Worthington called the attention of the Chair to this matter, and said that he did not have that pamphlet with him, but would probably want to get it and interrogate Mr. Watson with reference to it. I told him it would be quite proper for him to do so; to show it to Mr. Watson when he brought it, and that then Mr. Watson could resume the stand and answer his questions with respect to it.

Now, Mr. Watson, you wrote a letter to Truesdale and Loomis saying that you would be ready to meet him on this coal-property deal at any time, on an hour's notice, did you not?

Mr. WATSON. Well, I don't know that I said an hour.

The CHAIRMAN. The letter was referred to here in the testimony, dated October 2?

Mr. WATSON. The letter was here yesterday; yes, sir. That is the letter.

The CHAIRMAN. Why did you write that letter telling them that you would be ready to see them at an hour's notice before you came down to Washington and got this information, which you say you came down here and got, informing you as to the procedure before the Interstate Commerce Commission and the procedure in the Commerce Court? In other words, Mr. Watson, to be perfectly frank about it, that letter would seem to indicate that you had all the information that you wanted in dealing with Truesdale and Loomis in respect to this matter; and your testimony now seems to be that you wanted to inform yourself fully as to the law governing the procedure in the Interstate Commerce matter and the procedure in the Commerce Court before you had the interview with them. It appears to me that there may be a possible discrepancy there in your testimony, and I desire you to explain it.

Mr. WATSON. The data I had to study this case on was prepared in typewritten form—that is, the information, the reductions that they wanted—and I think possibly some expression of the Commerce Commission was incorporated in this notice.

The CHAIRMAN. I do not think I have made myself clear.

Mr. WATSON. Yes; you did, because I wanted to get the data—

The CHAIRMAN. Very well; proceed.

Mr. WATSON. In this meeting, or at this session yesterday, the question was asked me by some one if Mr. Pryor did not prepare a paper. There was a paper prepared by some one that was given to me by Mr. Boland, Mr. W. P. Boland, together with the other papers, and that paper contained what we claimed, and all that we wanted, and the things they had done which we said were against the law; and that the Interstate Commerce Commission had expressed itself on it. At that time I am quite sure that W. P. Boland, or it may have been C. G. Boland, on the morning that I went down to Washington, called my attention to this case and asked me if I could not get those papers to be ready if we had a meeting. That is the reason, or one of the reasons, I came to Washington. We did not have all the data that is in this book. I have been thinking this matter over, and this meeting was discussed for some weeks, or a week or so after I had met Mr. Truesdale, about some way of getting another meeting or another hearing. I am now hazy on that. I do not recall just what we did in relation to these books, but there was something done there, and maybe that may be the second letter—the letter of the 2d. It may have been that the meeting was held before the 2d, but my recollection is now that it was not. Understand me. Mr. Boland and myself went over all of these papers after Mr. Loomis had gone away, and Mr. Truesdale; and there was to be an effort made to get Mr. Truesdale or Mr. Loomis to take the case up and go over it again with some data that we thought we had. That was the very day that they were there, or the day after; and Mr. Phillips was talking about it to some one—at least it was reported so. We went into some discussion about that. I do not recall what we did; but then, when that fell through, I left the case, and it was about a week, I judge, that we were working on it. Or it may be that I used those books in that last—

The CHAIRMAN. Did not Loomis tell you that he had turned down the proposition?

Mr. WATSON. I don't think there was anything said like "turning down." I think they said: "We can not consider it—we won't consider it in this shape."

The CHAIRMAN. He rejected it, then?

Mr. WATSON (continuing). "He is asking too much money," or some such thing.

The CHAIRMAN. I was using a vulgarism which is very common, "turned down," thinking you would understand that perhaps quite as well as more refined language. I will now adopt another phrase. Then, did he inform you that the proposition to buy that coal property was rejected?

Mr. WATSON. Well, it would not be that; I don't know that he said that.

The CHAIRMAN. Then did he say, either in the common vernacular of the streets that the proposition was "turned down," or in the refined language of the court room or ball room that it was rejected, or language of equivalent import to either one of these expressions that I have used? You can take your choice as to which one.

Mr. WATSON. Oh, he would not take the property; that is all. He did not take it. He said they would not.

The CHAIRMAN. He said they would not take the property?

Mr. WATSON. That is what he said.

The CHAIRMAN. You prefer that language, which is quite satisfactory to the chairman.

Mr. WATSON. I do not know his exact language; I could not tell you that; but I know that is what it amounted to.

The CHAIRMAN. Did you ever have any other conference with Mr. Truesdale?

Mr. WATSON. I did not. I tried to, but did not.

The CHAIRMAN. I must confess, Mr. Watson, that you have not made perfectly clear to me your answer to the question that I asked a while ago, and I beg to repeat it, perhaps in a little different form. On October 2 you wrote the letter which has been read into the testimony, and is now known as "Exhibit 86."

Mr. WATSON. Yes.

The CHAIRMAN. In this letter to Mr. Loomis to which I have just referred, in which you seek a conference with Loomis and Truesdale, you wind up with this sentence:

"If you will kindly advise me, either by wire or letter, I will hold myself in readiness to meet you on a few hours' notice."

You were ready, then, to meet them and go over the matter of the trade for this coal property on October 2? This letter imports that you were ready to meet them and to discuss that matter on an hour's notice.

Mr. WORTHINGTON. A few hours' notice.

Mr. WATSON. Yes; that is so.

The CHAIRMAN. On a few hours' notice?

Mr. WATSON. Yes.

The CHAIRMAN. Why was it necessary, then, for you afterwards to come to Washington to get this information that you got from the three pamphlets that you have referred to after your conference in Washington with Judge Archbald?

Mr. WATSON. I thought I had plenty of data at that time. I had the statement made up by Mr. Boland that he had given to me. This letter was written at the request of, perhaps, Christy Boland. I assume that it was. I believed that we could go before that committee and impress on them the necessity of taking our property, or the advisability, rather, of taking it. After going into the matter for a week—we were together for a week then, or nearly so; three or four days, anyhow, that I was talking with Mr. Boland, and I think Mr. W. P. Boland came to my office; perhaps I called him on the phone or something, but at any rate we got together—I was not quite so sure of my position. Now, I have been thinking whether we met after the officers refused to go on with the proposition. Whether we met then, and I asked for another meeting after that meeting, and after that came to Washington, I do not know. I do not know. I had the same information—

The CHAIRMAN. Do you not know that the Meeker case had been decided in June before the October in which you wrote this letter?

Mr. WATSON. I find that now, but I did not know it.

The CHAIRMAN. Did you not know it at that time?

Mr. WATSON. No, sir.

The CHAIRMAN. The Meeker case was before the Interstate Commerce Commission—

Mr. WATSON. I suppose I had some data given me, furnished me by the Bolands, that would indicate that, but I do not recall it.

The CHAIRMAN. Please tell us what this data was that you said you relied upon, or I infer that you meant to say that you relied upon, at the time you wrote this letter of October 2.

Mr. WATSON. It was a number of typewritten pages and tables showing the freight rates to given points.

The CHAIRMAN. By whom was it prepared?

Mr. WATSON. Mr. Boland gave it to me. I do not know who prepared it.

The CHAIRMAN. Which one of the Bolands?

Mr. WATSON. Mr. W. P. Boland here. It was in with all the papers that he gave me. The leases and all the other things were together.

The CHAIRMAN. Then you afterwards concluded, after having written this letter of October 2, that you wanted further information about the law governing the Commerce Commission and the Commerce Court, did you?

Mr. WATSON. It was about what they had done that I wanted to get information.

The CHAIRMAN. Did you not say something yesterday to the effect that you wanted to be informed as to the law?

Mr. WATSON. About the appealing?

The CHAIRMAN. Yes.

Mr. WATSON. And the court—yes; I knew nothing about it at all.

The CHAIRMAN. Did it occur to you after October 2, when you had written that letter, that you wanted further data, or that you wanted further legal information?

Mr. WATSON. Oh, it was the data that we wanted.

The CHAIRMAN. You did not want any further legal information?

Mr. WATSON. Well, we all want further legal information, but then I did not want—

The CHAIRMAN. I am not asking you now about generalities.

Mr. WATSON. But I do not know whether I was hunting for it in that particular case. I do not think I was.

The CHAIRMAN. I am asking you whether, in your own mind, you came down to Washington here for further legal information as to the Commerce Court? You said, I believe, yesterday, that you did not know the law about the Commerce Court and you knew very little about the Commerce Commission.

Mr. WATSON. Yes.

The CHAIRMAN. And did you not say in substance that you wanted to come down here and learn about the law and the procedure in those two tribunals? Did you not say that in effect?

Mr. WATSON. I do not recall saying it, but it was perhaps the fact that I did want to know something about it.

The CHAIRMAN. Was that your object—to get this information as to the law and the procedure in these tribunals, or was it to get data?

Mr. WATSON. It was to get data and information and the record—what I wanted to see.

The CHAIRMAN. The record?

Mr. WATSON. Yes, sir.

The CHAIRMAN. What record?

Mr. WATSON. The record of this commission—what they had done. I wanted to get their findings.

The CHAIRMAN. In what case?

Mr. WATSON. In this Meeker case, because that is a case right in our immediate neighborhood—the same freight rates, the same zone.

The CHAIRMAN. How long before that had you heard of the Meeker case?

Mr. WATSON. Possibly a week or so we had been talking about it, the Bolands and myself.

The CHAIRMAN. And you could not get the record in the Meeker case without making your trip to Washington?

Mr. WATSON. Well, I do not know that we thought of going to Washington—I do not know that I could; I might have gotten it by writing for it, but I did not know that.

The CHAIRMAN. You did not know that you could write down here?

Mr. WATSON. Oh, I knew that I could in a general way, but I did not know how to get it; that is it; and they did not know how to get it.

The CHAIRMAN. Did you not have a conference with Truesdale and Loomis before you came to Washington?

Mr. WATSON. That is just what I am trying to say now—that it may possibly have been that when I came to Washington for this data, it was for the purpose of going back again and asking for another meeting with Truesdale.

The CHAIRMAN. Another meeting with Truesdale?

Mr. WATSON. Yes. Now, after this came out yesterday, I did not know but what that might be so. I do not know.

The CHAIRMAN. It occurs to you now that possibly you had two conferences or meetings?

Mr. WATSON. I did not have a second conference; I know that. I never met them again.

The CHAIRMAN. Did you ever write any letter to either Loomis or Truesdale inviting them to a second conference?

Mr. WATSON. No; I did not. The only business I ever had was, perhaps, with Mr. Phillips, trying to get another meeting, and I did do that. I recall that.

The CHAIRMAN. You never made any effort to have the second meeting?

Mr. WATSON. Not directly to Mr. Truesdale. Mr. Phillips was the superintendent of the coal department—of the coal-producing end—and I went to him.

The CHAIRMAN. Phillips would have had no power to overrule Truesdale, would he?

Mr. WATSON. No; but he could ask him to have another hearing, and I think he does that very frequently.

Mr. WORTHINGTON. Mr. Chairman, since yesterday I have found what purports to be the telegram that the witness said he sent to Judge Archbald from Philadelphia when he was on his way down here. I should like to show it to him.

The CHAIRMAN. One minute, Mr. Worthington.

Mr. WORTHINGTON. I thought you were through, Mr. Chairman.

The CHAIRMAN. Did you use this information that you got about the Meeker case in your conversation with Phillips, or did you use it in your conversation or conference with Truesdale and Loomis?

Mr. WATSON. That I do not know. I do not remember about using that book or those books. I do not think I ever had them before Loomis.

The CHAIRMAN. You may have used that information in your conference or conversation with Phillips and not with Truesdale and Loomis?

Mr. WATSON. No; I think I called Mr. Phillips's attention to this freight rate. Mr. Truesdale denied the rate.

The CHAIRMAN. I think you said, in substance, yesterday, that you used that information which you got in Washington from those pamphlets and otherwise in your hour and a half conference with Truesdale and Loomis.

Mr. WATSON. I think I did. I said that yesterday, but I am not sure about it.

The CHAIRMAN. Now, Mr. Worthington, you may show the witness the telegram you have referred to.

Mr. NORRIS. Mr. Chairman, before he does that I should like to ask the witness a few questions.

The CHAIRMAN. Certainly.

Mr. NORRIS. You were sure of it yesterday, were you not, Mr. Watson?

Mr. WATSON. I don't know how sure; maybe.

Mr. NORRIS. You testified as though you were sure of it.

Mr. WATSON. I did.

Mr. NORRIS. When did you change your mind?

Mr. WATSON. Through the night I have been thinking this matter over, and I am now uncertain as to the meetings we had.

Mr. NORRIS. Do you not remember that yesterday I called your attention to those briefs and asked you what particular part of them you used in that conference, and you pointed out the particular paragraph that you used, and that was the basis of your argument before Truesdale?

Mr. WATSON. The contents of that paragraph was. I never said I had those books before Truesdale.

Mr. NORRIS. No; you did not say you took the books there; but you based your argument on the information that you got out of that pamphlet.

Mr. WATSON. That is my thought now. That is what I think now.

Mr. NORRIS. You believe that now, do you?

Mr. WATSON. Yes; but I may be mistaken about it.

Mr. NORRIS. You may be mistaken?

Mr. WATSON. And it may have been in the papers that Mr. Boland gave me.

Mr. NORRIS. Yes; and it may be, then, that you had never seen those pamphlets when you had that conference?

Mr. WATSON. If, as has been suggested by some one, I went there before I came to Washington, I had never seen them.

Mr. NORRIS. Is it not true that since you testified yesterday you have learned from other sources that the probabilities are that you came to Washington after that conference rather than before it?

Mr. WATSON. I have not talked to a soul about this.

Mr. NORRIS. I have not asked you that.

Mr. WATSON. It is all my own idea.

Mr. NORRIS. I have not asked you if you have talked to anybody.

Mr. WATSON. You said "did I learn."

Mr. NORRIS. Yes.

Mr. WATSON. I did not learn it by reading, and I have not learned it by talking. It has come out of my mind, that is all.

Mr. NORRIS. Then you have not learned it; you have just thought about it yourself?

Mr. WATSON. A doubt may arise.

Mr. NORRIS. Do you want us to believe now that you came to Washington and got those three pamphlets for the purpose of arming yourself and equipping yourself for the contest that you were to have with those railroad officials in Scranton? Do you want us to believe that or not?

Mr. WATSON. I did; certainly. I came here to get information, and that was the information I took back.

Mr. NORRIS. It is your impression now that that is the way it occurred, is it, and your belief?

Mr. WATSON. Yes; I think so.

Mr. NORRIS. If it does turn out, however, that you had that conference prior to your visit to Washington, then what explanation do you want to make to the committee for your trip to Washington?

Mr. WATSON. Then I want to make this explanation: That we were trying to get a rehearing.

Mr. NORRIS. Before the same officials?

Mr. WATSON. To meet them again; and for that purpose I possibly came here.

Mr. NORRIS. You came down, then, to get the record in the Interstate Commerce Commission of the Meeker case?

Mr. WATSON. Yes.

Mr. NORRIS. And then went home without it? You did not get it, did you?

Mr. WATSON. Well, I think I had it. I am not sure. I think I did have it.

Mr. NORRIS. Did you have anything besides those three pamphlets?

Mr. WATSON. I think so.

Mr. NORRIS. Let us have that information, then. Yesterday you only had those three pamphlets.

Mr. WATSON. Well, I don't know.

Mr. NORRIS. Did you have four pamphlets?

Mr. WATSON. No; I don't know. I don't think so. Whatever I had Mr. Boland has now, except these two books.

Mr. NORRIS. Your experience had been very limited in practicing before the Commerce Court and before the Interstate Commerce Commission?

Mr. WATSON. I never had been in it.

Mr. NORRIS. You had never been in either one of them?

Mr. WATSON. No.

Mr. NORRIS. And that is the reason why you took this course to get information that, if you had been better posted, you could have obtained otherwise?

Mr. WATSON. If I had had time; yes; I could.

Mr. NORRIS. In this rate case that you were coming down here to Washington to get information about there was another attorney representing Mr. Boland by the name of Reynolds, was there not?

Mr. WATSON. Yes, sir.

Mr. NORRIS. Does he live in Scranton?

Mr. WATSON. Yes, sir.

Mr. NORRIS. Mr. Reynolds is rather an expert on the rate business, is he not?

Mr. WATSON. I do not know about that. I know he has those kind of cases some. I have heard that since then.

Mr. NORRIS. He practices before the Interstate Commerce Commission and before the Commerce Court, does he not?

Mr. WATSON. I think he does.

Mr. NORRIS. And he was in that case with you?

Mr. WATSON. No. I was not to say anything to Mr. Reynolds.

Mr. NORRIS. What is your answer?

Mr. WATSON. I was not to talk to Mr. Reynolds about this case.

Mr. NORRIS. You knew he was in the same case?

Mr. WATSON. I knew that Mr. Reynolds had tried one branch of that case, but the settlement of the case with the Lackawanna Railroad was another matter.

Mr. NORRIS. I understand that; but in order to make that settlement advantageous to your clients you wanted to get information from the Interstate Commerce Commission?

Mr. WATSON. Yes.
Mr. NORRIS. Why did you not go to Reynolds, who was right there in Scranton, and was an expert in that line, and get that information?
Mr. WATSON. Because I had been told by Mr. Boland that Mr. Reynolds did not want anything to do with the settlement; that he would not settle the case; and therefore he asked me to go into the settlement.

Mr. NORRIS. Why would not Reynolds settle the case?
Mr. WATSON. That I do not know.
Mr. NORRIS. You could have gotten information, probably, from Mr. Reynolds, in regard to the Meeker case, without intimating that you were in this case with him, had you wanted to, could you not?

Mr. WATSON. Well, I might, but I did not think that would be exactly fair, to go to a man's office—
Mr. NORRIS. Would it not have been fair to have gone to any attorney's office who practiced in that court, and ask him, instead of wiring down to Judge Archbald and then coming clear to Washington? It would not have been unfair to go to a man that was right there in town and ask him how to get a record from the Interstate Commerce Commission, would it?

Mr. WATSON. Well, I see that I could have done that.
Mr. NORRIS. You could have done that?

Mr. WATSON. Yes. It did not occur to me. In my conversation with these people it did not occur to me. I think they desired me to come here and get it. My recollection is that we expected that meeting on Monday; that is what I remember now; and if not, we knew that Mr. Loomis came there on Monday, and I expected to meet Mr. Loomis again, in any event.

Mr. NORRIS. So your coming down here would fit either one of those circumstances?

Mr. WATSON. The matter of fact was that we knew the meeting would be on Monday next, or Tuesday; we knew that. He always comes on Monday or Tuesday. Everyone knew that.

Mr. WORTHINGTON. You say "He always comes Monday or Tuesday." Whom do you mean?

Mr. WATSON. Mr. Loomis. He comes up early in the week when he does come up.

Mr. NORRIS. All right.

Mr. FLOYD. I want to ask you a question now. If I understood you on yesterday, Mr. Watson, in speaking of your first interview in the office of Judge Archbald, you said that you were so well acquainted with him that if you had wanted to ask him any opinion about legal matters you would not have hesitated to do so?

Mr. WATSON. I do; I say that now.

Mr. FLOYD. Is it not a fact that after these railroad attorneys had turned you down and refused your settlement you made that trip to Washington to see Judge Archbald to get his advice or assistance in getting another interview with the railroad people?

Mr. WATSON. No; I did not.

Mr. FLOYD. You say that is not a fact?

Mr. WATSON. I did not. I did not speak to him about that branch of it, I am sure.

Mr. FLOYD. If you would not have hesitated or thought there was anything wrong in asking his advice, why did you not do so?

Mr. WATSON. Well, I don't know. When I said I did not mind asking his advice, that was about the preliminaries of a case. But if this had gotten to a place where the question would indicate that it had, I do not think it would have been proper for me to talk to him about it, and I did not think then it would be, if I thought about it at all; but I don't think I thought about it.

Mr. FLOYD. That is all.

Mr. NORRIS. If you had your conference with Truesdale and the other railroad officials before coming to Washington, then what was the reason that you sent the telegram to Judge Archbald?

Mr. WATSON. I think that was suggested by C. G. Boland. I am not sure. He was in the office, and we had to get somebody that we could be sure of on Saturday, and he either suggested the name of Archbald or I did, and we prepared the telegram.

Mr. NORRIS. All right. Now, if you had had your conference before coming here, then what was the hurry of getting this record from Washington? You had made no arrangements to use the information and had fixed no date for another meeting?

Mr. WATSON. The only answer I can make to that would be that Mr. Loomis came there on Mondays, and if, as you say, the meeting had been held, I wanted to see him as early as I could on Monday.

Mr. NORRIS. Yes; but Archbald did not come there with Loomis always?

Mr. WATSON. No; Archbald was not there at all.

Mr. NORRIS. I do not mean Archbald; I mean Truesdale.

Mr. WATSON. No; Truesdale did not have to come. I wanted to see Loomis.

Mr. NORRIS. You did not care to see the president?

Mr. WATSON. Well, I did want to see him; yes.

Mr. NORRIS. But you were after Loomis?

Mr. WATSON. But Mr. Loomis was the coal man.

Mr. NORRIS. Yes. You were expecting, however, to make arrangements for a future meeting? You talked that over after the failure of this other meeting for several days, did you not?

Mr. WATSON. I think so.

Mr. NORRIS. And that would imply that you were going to fix a date for a meeting. When you came to Washington you had not fixed that date, had you?

Mr. WATSON. I think possibly I had talked with Mr.——

Mr. NORRIS. Mr. Boland?

Mr. WATSON. No; Mr. Phillips—about when Mr. Loomis would come again. But, now, that is not my recollection.

Mr. NORRIS. I understand that; but you have been saying that that might be true.

Mr. WATSON. I know it was true afterwards. I know we did try to get Mr. Loomis afterwards, after that meeting. Now, then, that is all that I can say.

Mr. NORRIS. But you gave as a reason for hurrying in your trip, and coming down here on Saturday rather than spending a postage stamp and getting this record without the expenditure of money, that you were crowded for time, and that you had to have that information by the next Monday, when that meeting came on. Now, if it turns out——

Mr. WATSON. That is my recollection now, that that is what we talked about.

Mr. NORRIS. I understand; but you say possibly that was not true. If it is not true, if it develops that that meeting had already been held when you came to Washington, then I want you to explain to the committee what was the necessity of the great hurry and the wiring to Archbald and making a trip on Saturday, when you could just as well

have taken your time to it and gotten it by mail; or if you had had to come down for it, you could have taken your time and come on Monday, when the court would be in session, if it was from the court that you had to get your information?

Mr. WATSON. I think I came here at the request of Mr. C. G. Boland.

Mr. NORRIS. You know about that, do you not?

Mr. WATSON. No. I think he asked me to go that particular day.

Mr. NORRIS. That particular day?

Mr. WATSON. Yes.

Mr. NORRIS. What was the cause of the hurry?

Mr. WATSON. Something that had arisen in the case that we were talking about there in the office. Just the detail of it I can not give you.

Mr. NORRIS. In looking back over it now, you know you could have talked to Reynolds and could have gotten the information that you came to Washington for and did not get, do you not?

Mr. WATSON. It could have been gotten, perhaps. I do not know that he would give it to us. I think he was not pleased with the settlement—with the effort to settle.

Mr. NORRIS. That is all.

Mr. WEBB. Did Judge Archbald tell you that he was trying to help settle this case?

Mr. WATSON. I do not think he did. I do not think he ever told me that he was trying to help settle it.

Mr. WEBB. Do you know that he did or did not, Mr. Watson?

Mr. WATSON. Well, I don't know. I did know that he was friendly with the Bolands.

Mr. WEBB. Yes; but that does not answer the question.

Mr. WATSON. But I do not think he told me——

Mr. WEBB. Here you were associated with the judge right much with reference to this matter. Can you tell us whether he was trying to help you settle it or not?

Mr. WATSON. Well, if he was, I never saw anything beyond perhaps asking for the appointment; asking Mr. Loomis to see me.

Mr. WEBB. "Perhaps?"

Mr. WATSON. Well, that is all.

Mr. WEBB. Did you hear this letter read here a while ago, beginning "My dear Christy"?

Mr. WATSON. I do not know anything about that letter, and I never saw it until now; until I heard it read here.

Mr. WEBB. Since you have heard it read, what interest do you think the judge had in it?

Mr. WATSON. That would be expressing an opinion on it. I do not know what was in his mind; but the way that letter reads, it would read as if he had been interested and that he was regretting that he had failed.

Mr. WEBB. That is just the impression it makes on my mind, too.

Mr. WATSON. Let me see the letter, please.

Mr. WEBB. Yes; of course. [Handing letter to Mr. Watson.]

Mr. WATSON (after examining letter). From that letter standing alone I would say that he was trying to get a settlement—it would seem to me so—and that he regretted that he could not.

Mr. WEBB. And that was written in November, was it not?

Mr. WATSON. That is what it says.

Mr. WORTHINGTON. November 13.

Mr. WEBB. November 13. If he was interested in the settlement of this case, with all your association with him, you never found it out?

Mr. WATSON. He never had talked with me about this case.

Mr. WEBB. I say if he was interested in the settlement of it, as indicated in that letter, you never found it out?

Mr. WATSON. I won't say that, because I think that Judge Archbald wrote or talked to Loomis, and that may be the basis of our meeting.

Now, that would show, maybe, an interest for the Bolands; I don't know. It would be, maybe, for me, in order to get to Mr. Loomis, and that would indicate that he had something. But so far as our talking about the case, I didn't see much of him, and so I am sure I didn't talk with him.

Mr. WEBB. You are sure you did not talk with the judge?

Mr. WATSON. Yes. I didn't see him much. He was away from Scranton.

Mr. WEBB. You and the judge had had some conversation and understanding about the settlement of this case, because you talked about it in his office, and he had introduced you to Loomis, or, rather, said he was going to write Loomis for you. Now, when you came down here to Washington and got here about noon—by the way, did you take lunch with him?

Mr. WATSON. No; I think I had my lunch on the train. I am not sure.

Mr. WEBB. Did you take dinner with him?

Mr. WATSON. No. I went back too early.

Mr. WEBB. You met him down here in front of the Raleigh Hotel and went in the Raleigh and then walked from there up to the Southern Building, where the Commerce Court sits, and stayed with him six hours; and do you mean to say that you never did tell him your mission in getting these records, what you were going to do next Monday or Tuesday when you met Truesdale and Loomis?

Mr. WATSON. I won't say that I didn't talk to him. I may have said something of that kind. I presume I did.

Mr. WEBB. What did you say?

Mr. WATSON. I told him what I was down there for—that I was down to get information in relation to this case.

Mr. WEBB. What did you say to him? Is that all you said?

Mr. WATSON. Well, I can not tell you.

Mr. WEBB. Did he advise you as to how to proceed with Truesdale and the rest of them.

Mr. WATSON. I don't think he did.

Mr. WEBB. Do you think he did or did not?

Mr. WATSON. I don't think he did. I don't think there was any advice to be given, except the information that I wanted in relation to the matter here.

Mr. WEBB. You had to come down here to get that information, when you could have sent Boland, your client, across the street to his other lawyer and gotten it from Mr. Reynolds; and you knew that you could.

Mr. WATSON. There were two Bolands.

Mr. WEBB. There were two Bolands; but you represented both of them, did you not?

Mr. WATSON. Yes; I represented the Marian Coal Co.

Mr. WEBB. If you had wanted this information contained in this pamphlet or record, you could have sent just across the street to Mr. Reynolds by one of your clients and got all you wanted, because you know Mr. Reynolds is more or less of an expert and keeps up with the Interstate Commerce Commission decisions as well as the Commerce Court decisions, do you not?

Mr. WATSON. I did not know Mr. Reynolds was an expert, and so—
Mr. WEBB. You knew, though, that he could have given you all the information you wanted about this particular case, did you not?

Mr. WATSON. I did not know it; no. I do know now that Mr. Reynolds had considerable to do with this case; but at that time I did not know very much about it. In fact, they had two lawyers. Mr. Donnelly was the lawyer that I knew about, and he was in the cul-de-sac case, and I talked with Mr. Donnelly several times, but I do not recall ever speaking to Reynolds. Up to the present moment I never spoke to Reynolds about this case.

Mr. WEBB. I imagine this is the largest fee you ever worked for; is it not?

Mr. WATSON. What—\$5,000?

Mr. WEBB. Yes.

Mr. WATSON. Well, I think not. I think not.

Mr. WEBB. You have had larger fees than that?

Mr. WATSON. I have had cases that I have gotten more money out of; you can call them fees.

Mr. WEBB. Have you had many cases of that sort?

Mr. WATSON. I say I have had them that I have gotten more money out of. I recall trying one case four or five times, and got more money out of it.

Mr. WEBB. More than \$5,000?

Mr. WATSON. Yes.

Mr. WEBB. Have you had any other case that involved a fee of \$5,000?

Mr. WATSON. Well, I have had matters in which I was interested in a way, in the passing of properties, where I have gotten more.

Mr. WEBB. More than \$5,000 fees?

Mr. WATSON. Yes; I did that in cases where I was not known at all, the Delaware and Hudson cases. I was not known in those, and I got more than \$5,000 on the transfer of property. Oh, I have managed to keep the wolf from the door; and while I do not presume to be brilliant, or an expert on any point, I have tried to do what my hands have found to do, and to do it honestly.

Mr. WEBB. I want to ask you if you told Mr. Boland, when he employed you, that you could "produce the goods" in this transaction?

Mr. WATSON. No, no. I never—I don't know. I never talked that.

Mr. WEBB. You never thought that?

Mr. WATSON. I never talked it—"produce the goods." I never boasted of what I could do. I know I did not.

Mr. WEBB. Did you think you could "produce the goods"?

Mr. WATSON. I thought I could settle this case.

Mr. WEBB. I ask you if you did not tell him that you could "produce the goods" because you had influence with the Lackawanna people and could bring about an adjustment?

Mr. WATSON. Did I say that?

Mr. WEBB. Yes.

Mr. WATSON. No, no. I never said that. My influence with the Lackawanna people died with the old crowd that went out. I never claimed to have any with these people, except Mr. Phillips or some of those.

Mr. WEBB. You evidently thought you could effect a settlement, because you agreed to take \$5,000 and try it.

Mr. WATSON. I did agree to try it for \$5,000. I will do it tomorrow, the same thing. I would if I were well. I would not do it now in my condition, but if I were well I would do it tomorrow.

Mr. WEBB. I say you did think you could do it—in the common language, "produce the goods"?

Mr. WATSON. I did think I could do it; yes; or I would not have gone working around for a month or two if I had not thought so.

Mr. NORRIS. Which one of the Bolands paid you \$50?

Mr. WATSON. Christy Boland, I think, handed me the money.

Mr. NORRIS. When did he pay it to you?

Mr. WATSON. It was the day that I went to Stroudsburg; that is, the day before I came here.

Mr. NORRIS. The day before you came to Washington?

Mr. WATSON. Yes; the day the telegram was sent. The telegram had been sent out long before.

Mr. NORRIS. The same day the telegram was sent?

Mr. WATSON. Yes.

Mr. NORRIS. Did he give you a check?

Mr. WATSON. I don't think it was. My recollection is it was money.

Mr. NORRIS. I would like to know, if you know. Was it a check, or was it a draft, or was it money?

Mr. WATSON. My recollection of the matter is that it was money—in currency.

Mr. NORRIS. Currency?

Mr. WATSON. Yes.

Mr. NORRIS. Do you remember the bills?

Mr. WATSON. I do not. I don't remember that.

Mr. NORRIS. You know it was \$50?

Mr. WATSON. Yes.

Mr. NORRIS. Who was present when he gave it to you besides you and Mr. Boland?

Mr. WATSON. Well, I don't remember, unless W. P. Boland was there.

Mr. NORRIS. Was he there?

Mr. WATSON. I could not say.

Mr. NORRIS. Did you give him a receipt for the money?

Mr. WATSON. I don't think so.

Mr. NORRIS. Do you know whether you did or not?

Mr. WATSON. I do not; but I gave it to him if he asked me, and I do not know whether he asked me or not. I don't know that. I know he handed me that money, and we had sent the telegram some hours before, and I am sure it was money, because I would perhaps remember if it had been a check and I had gone out to get the money on it.

Mr. WEBB. That is all, Mr. Worthington.

Mr. WORTHINGTON. Now, will you look at this telegram, Mr. Watson, and tell me whether that is the telegram you sent Judge Archbald when you were on your way to Washington?

Mr. WATSON (after examining telegram). Well, it seems as if it would fit. I presume it is.

Mr. FLOYD. Will you read it, please?

Mr. WORTHINGTON. Let me read it; Mr. Watson's voice apparently is not in good condition. It is on a Postal Telegraph blank and reads:

PHILADELPHIA, Pa., October 7, 1911.

Hon. R. W. ARCHBALD,
Court of Commerce, Washington, D. C.:

Will be at Hotel Raleigh at 1.30. Leave instructions.

G. M. WATSON.

10.25 a. m.

The foregoing telegram was marked "Exhibit 89."

Mr. WORTHINGTON. There is another thing I want to bring out. I do not know whether it has been noticed by the committee or not, but I think, in justice to the committee as well as to the witness, attention ought to be called to it while he is here. One of these pamphlets that he brought here, and which he says he recollects is one of those that he got here on the 7th of October, is stamped "Filed October 9, 1911." The other is not stamped at all. It does not bear any stamp.

Mr. FLOYD. Stamped by whom, how, Mr. Worthington?

Mr. WORTHINGTON. It is a printed stamp. I presume—I do not know—it is the stamp of the court. They have a way of stamping papers there when they are filed. I did not myself notice that yesterday, or I would have called attention to it then.

Mr. WEBB. Let me see that, please. I do not know whether I catch the point or not. Are you prepared to say you did not get this document on the 6th?

Mr. WATSON. No; I know it was not the 6th. I am quite sure it was the 7th when they handed them to me in the building there.

Mr. WORTHINGTON. The point I made about that is that he said he got it here on the 7th, and according to the file mark it was not filed in the court until the 9th.

Mr. WEBB. I see; that is right. In other words, as I judge it, Mr. Watson, you could not have gotten this document here on the 7th, because it was not filed until the 9th of October.

Mr. WATSON. I certainly got that book handed to me in the Commerce Court on the day that I was down here. I know it was on the 7th. It could not have been any other time.

Mr. WEBB. I do not know a thing about it except what counsel hands me here. The one he hands me here is an identical copy of the one you say you got, and it seems to have been filed October 9; and, of course, if it was not filed until October 9 you could not have gotten it on October 7.

Mr. WATSON. Well, I have seen several of those books, but—

Mr. WEBB. This is the one you say you got.

Mr. NORRIS. That is the identical one.

Mr. WATSON. I am sure it is the one I brought down here. The one I brought here is the one I got.

Mr. WEBB. Look at it, Mr. Watson, and see the bottom there, where it is stamped, I presume by the clerk or some one, "Filed October 9." Do you see it, down at the bottom?

Mr. WATSON. Yes; I see that. Now, my recollection now is just as I have stated it—that the young man handed me the books, and that is one of them as near as I know.

Mr. NORRIS. It has been in your possession ever since?

Mr. WATSON. Well, I would not say that. I suppose it has; yes, in a way. I have not been in the possession of the book; that is the trouble. It has been around my office, and I have not been there, so I don't know what happened to it. I assume it is the book, the same book.

Mr. NORRIS. That is the book you took home to your office?

Mr. WATSON. I am quite sure it is.

Mr. NORRIS. And you brought it here with you from your office?

Mr. WATSON. I am quite sure of it; yes. I don't know; I have no identification of the book, but I had a book just like that and brought it in here, and I suppose this is it.

Mr. WEBB. This is the one you presented here yesterday, because I marked it; I can tell it is.

Mr. WATSON. Yes.

Mr. WEBB. Just one more question: When you wired the judge on your way down here, through the Postal Telegraph Co., asking him to meet you at 1.30 at the Raleigh—

Mr. WORTHINGTON. He does not ask him to meet him, Mr. Chairman; he says, "Leave instructions."

Mr. WEBB. Let me see that telegram, please. [After examining telegram.] "Will be at Hotel Raleigh at 1.30; leave instructions." What did you mean by "leave instructions"?

Mr. WATSON. Where I could find him; I think I said—

Mr. WEBB. But he did meet you at the Raleigh?

Mr. WATSON. He met me, so he did not need to leave the instructions.

Mr. WEBB. He did not need to leave the instructions, then?

Mr. WATSON. No; he met me; but if he had been engaged he could have sent a boy there to have told me where I could have found him. I did not know.

Mr. WEBB. The instructions you were after, then, were as to where you could find him?

Mr. WATSON. Yes.

Mr. WEBB. You were determined to see the judge?

Mr. WATSON. Yes.

Mr. WEBB. All right.

Mr. WORTHINGTON. You made a remark a while ago that I should like to ask you about to see what you meant by it. You said that whatever papers you had you had turned over to Mr. Boland, or something of that kind.

Mr. WATSON. Yes.

Mr. WORTHINGTON. Did you say that?

Mr. WATSON. Yes; the papers that we used.

Mr. WORTHINGTON. Your remark: "Whatever I had, Boland has."

Mr. WATSON. Yes.

Mr. WORTHINGTON. What did you mean by that?

Mr. WATSON. It is the papers that we went before these people with, the data that he furnished. He furnished to me a paper—

Mr. WORTHINGTON. I do not want to go over those details again; but did you turn over to him all the papers that you had and that you had used?

Mr. WATSON. All that I got from him.

Mr. WORTHINGTON. According to your recollection?

Mr. WATSON. Yes; I did.

Mr. WORTHINGTON. Is it possible you might have turned over the pamphlets that you got down here, and that these pamphlets that you have produced have come into your office since?

Mr. WATSON. Well, I don't know; I don't know. It is possible that I did; but I don't know.

Mr. WORTHINGTON. That is all I wish to ask, Mr. Chairman.

Mr. WEBB. You may stand aside, Mr. Watson.

The witness was thereupon excused until Friday, May 31, 1911.

TESTIMONY OF WILLIAM P. BOLAND—RECALLED.

W. P. BOLAND, having heretofore been duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) Mr. Boland, have you the subpoena that was served on you at the instance of the respondent in this case?—A. I think I have a copy.

Mr. WORTHINGTON. We had a subpoena duces tecum served upon this witness, Mr. President. I have him here simply for the purpose of having him produce the papers he was asked to produce, or state that it is impossible for him to do so.

The PRESIDING OFFICER. Ask him if he has the papers.

Q. (By Mr. WORTHINGTON.) Have you a copy of the subpoena served on you?—A. I am sure I have it. Whether I have it here—

Q. I have the original here with the return of the Sergeant at Arms. Will you look at that and tell me whether that is the paper a copy of which was left with you?

The PRESIDING OFFICER. The Chair would suggest that it would be sufficient for counsel to call for the papers, and then, if he does not get what he seeks, he can show that the subpoena has not been complied with.

The WITNESS. I have the tonnage books with me, but I do not have them here, because I asked the gentleman if I was going to be called this afternoon. I wanted to know from the Sergeant at Arms if my name was to be called this afternoon, and they did not seem to know, and consequently I left the books at the hotel.

Q. (By Mr. WORTHINGTON.) Let me ask you about these things in the order in which they are mentioned in the subpoena. First, the tonnage books of the Marian Coal Co. You say you have them at your hotel?—A. I have them at my hotel, and I have a memorandum of the weights or tonnages right here with me.

Q. I do not care for that without the books themselves. The next is, "The records of said company showing all shipments of coal by that company since the beginning of their operations."—A. I have that.

Q. At your hotel?—A. Yes, sir.

Q. The next is: "And all maps, pamphlets, data, statistical tables, and other papers pertaining to the Marian Coal Co. which were submitted to George M. Watson in connection with the attempted settlement of the litigation with the Delaware, Lackawanna & Western Railroad Co., or the sale by the said company to the said railroad company of its property, and which were returned by him."—A. That I have not got, because I never gave him any papers or ever received any papers from him.

Mr. WORTHINGTON. That is all. The books can be brought here Monday, and we can examine them and see if we care to make use of them.

Mr. Manager WEBB. Provided they are competent.

The WITNESS. I will have them here Monday. I can have them here in 10 minutes.

Mr. WORTHINGTON. We will have the books here Monday, then.

Mr. Manager CLAYTON. The witness has suggested that he can have the books here in 10 minutes. Then he can be recalled this afternoon. I merely suggest that, in order that we may expedite the trial of this case.

The PRESIDING OFFICER. What is the pleasure of counsel in that regard?

Mr. WORTHINGTON. Of course we do not care to examine the books to-night. We can not keep the Senate waiting while we examine those books. We can examine them just as well Monday morning, before the Senate meets, if the witness will have them in the office of the Sergeant at Arms at 10 o'clock Monday morning.

The WITNESS. Very well. I will do that.

Mr. Manager CLAYTON. I suggest to the honorable counsel for the respondent that he proceed to examine another witness. Mr. Boland will go for the books immediately, and be back in 10 minutes. Counsel does not certainly wish to tell the Senate that he desires a prior opportunity to examine those books. He has never manifested that desire heretofore.

The PRESIDING OFFICER. If the manager insists upon it, the witness will produce the books as promptly as possible, and in the meantime counsel can call another witness.

Mr. WORTHINGTON. Very well. We will call Mr. C. G. Boland.

TESTIMONY OF CHRISTOPHER G. BOLAND—RECALLED.

Christopher G. Boland, having heretofore been duly sworn, was examined and testified as follows:

Q. (By Mr. WORTHINGTON.) A subpoena has been served upon you at the instance of the respondent, requiring you to produce certain papers here?—A. Yes, sir.

Q. I will read a description of the papers as it appears in the subpoena and then ask you whether you have the papers. Did you bring a "letter from R. W. Archbald to C. G. Boland, dated November 13, 1911, and papers mentioned therein and

returned herewith"? It should be "therewith"; the subpoena reads "herewith." It should be "returned therewith." You understood that was what was meant, Mr. Boland?—A. I did not pay much attention to what was said in that regard. I have the subpoena.

Q. You are aware of the fact that it appears here that Judge Archbald wrote you a letter on the 13th of November, stating that he had seen Mr. Loomis and that his efforts were without avail and saying at the end of it that he returned certain papers. You remember that?—A. I was questioned in regard to it heretofore.

Q. And you stated that you did not have the papers?—A. That I did not have the papers.

Q. Can you give the Senate any information as to what became of them after they were returned to you?—A. I inquired after my last appearance on the witness stand in reference to them, and the best information I could obtain was from Mr. Pryor, who also appeared as a witness here, that he had been asked to prepare some data or statistics for Mr. George M. Watson in reference to the Marian Coal Co. property.

Q. I do not care to have a statement by the witness as to what has been told him, but I want to know whether you have found any of the papers which were returned to you in that letter of Judge Archbald to you of November 13, 1911?—A. No, sir.

Q. You can not tell what has become of them?—A. No, sir; I can not, except that Mr. Pryor told me he believed he saw the papers in the office of the Marian Coal Co. I questioned W. P. Boland as to his knowledge of the papers and the letter of Judge Archbald, which is referred to here, and he had no recollection of them, so that I was unable to locate the papers.

Mr. WORTHINGTON. Very well; that is all.

Mr. Manager FLOYD. No questions.

The PRESIDING OFFICER. The witness may retire. He may be discharged finally unless there is some desire on the part of counsel or the managers to retain him.

Mr. Manager FLOYD. We may need this witness in rebuttal.

The PRESIDING OFFICER. He will remain in attendance, then.

Mr. WORTHINGTON. Mr. President, that is all, with the exception of the respondent himself and Mrs. Archbald, and certain documents and exhibits that have been referred to, something in the way of documentary evidence, which it will take a few minutes to refer to. We would prefer not to examine Mrs. Archbald at this hour of the day, and would like it very much if the Senate would now adjourn until Monday morning.

The PRESIDING OFFICER. What is the pleasure of the managers in that regard?

Mr. Manager CLAYTON. Mr. President, I am informed that the Senate has some other business which it desires to transact this afternoon. I had hoped that we could get through with the examination of the witness—Boland—so that the respondent could conclude on Monday the examination of all of his witnesses, including the testimony of himself, but Mr. Boland has not returned, and in view of the suggestion that the Senate has other business that it desires to transact at this time, I acquiesce in the suggestion that we let the further trial of this case go over until Monday.

Mr. GALLINGER. I move that the Senate sitting as a court considering the articles of impeachment adjourn.

The motion was agreed to.

Thereupon the managers on the part of the House, the respondent, and his counsel retired.

MEXICAN NORTHWESTERN RAILWAY CO.

Mr. SMOOT. I introduce a joint resolution, and ask unanimous consent for its immediate consideration.

The joint resolution (S. J. Res. 147) appropriating the sum of \$7,245 out of money appropriated by Senate joint resolution No. 129, for the payment of transportation of American refugees from points in Mexico to the American border, was read the first time by its title, and the second time at length, as follows:

Resolved, etc., That out of the money appropriated by Senate joint resolution No. 129 (public resolution No. 49), providing for transportation for American citizens fleeing from threatened danger in the Republic of Mexico, there shall be paid by the Secretary of War to the Mexican Northwestern Railway Co. the sum of \$7,245, in full settlement of the statement rendered to A. W. Ivins and E. E. Bowman, dated August 22, 1912, for the transportation of American refugees from points in Mexico to the American border.

The PRESIDENT pro tempore. Is there objection to the present consideration of the joint resolution?

There being no objection, the Senate, as in Committee of the Whole, proceeded to its consideration.

The joint resolution was reported to the Senate without amendment, ordered to be engrossed for a third reading, read the third time, and passed.

DEATH OF REPRESENTATIVE WILLIAM W. WEDEMAYER.

A message from the House of Representatives, by D. K. Hempstead, its enrolling clerk, communicated to the Senate the intelligence of the death of Hon. WILLIAM W. WEDEMAYER, late a Representative from the State of Michigan, and transmitted resolutions of the House thereon.

Mr. TOWNSEND. I ask the Chair to lay before the Senate the resolutions received from the House of Representatives.

The PRESIDENT pro tempore. The Chair lays before the Senate the resolutions of the House, which will be read.

The resolutions were read as follows:

IN THE HOUSE OF REPRESENTATIVES, January 3, 1913.

Resolved, That the House has heard with profound sorrow of the death of Hon. WILLIAM W. WEDEMAYER, a Representative from the State of Michigan.

Resolved, That the Clerk communicate these resolutions to the Senate and transmit a copy thereof to the family of the deceased.

Mr. TOWNSEND. Mr. President, at the proper time I shall ask that a day be set apart for the purpose of commemorating in a proper manner the character and life of the late Mr. WEDEMAYER. I ask at this time for the adoption of the resolutions I send to the desk.

The PRESIDENT pro tempore. The Senator from Michigan submits resolutions for which he asks present consideration.

The resolutions (S. Res. 419) were read, considered by unanimous consent, and unanimously agreed to, as follows:

Resolved, That the Senate has heard with deep sensibility the announcement of the death of Hon. WILLIAM W. WEDEMAYER, late a Representative from the State of Michigan.

Resolved, That the Secretary communicate these resolutions to the House of Representatives and transmit a copy thereof to the family of the deceased.

Mr. TOWNSEND. Mr. President, I move, as a further mark of esteem and respect, that the Senate do now adjourn.

The motion was unanimously agreed to; and (at 4 o'clock and 55 minutes p. m.) the Senate adjourned until Monday, January 6, 1913, at 12 o'clock meridian.

HOUSE OF REPRESENTATIVES.

SATURDAY, January 4, 1913.

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

Once more in the dispensation of Thy providence, Almighty Father, our hearts are bowed in sorrow.

Swift to its close ebbs out life's little day;
Earth's joys grow dim, its glories pass away;
Change and decay in all around I see;
O Thou who changest not abide with me.

So may our faith be fixed in Thee; so may our hopes lead on to the brighter day. Let the everlasting arms be about the members of the stricken family to uphold and sustain them in the awful shock, assuage in Thine own way their grief and comfort their sorrows; help us to work while it is day, for the night cometh when no man can work. Thus may we fulfill our destiny and pass on unperturbed into the somewhere prepared for Thy children. So we pray, so we hope, so we aspire through the faith once delivered to the saints. In the name of Him who is the resurrection and the life. Amen.

The Journal of the proceedings of yesterday was read and approved.

LEAVE OF ABSENCE.

By unanimous consent, leave of absence was granted to Mr. CARY, for 10 days, on account of death in his family.

CHANGE OF REFERENCE—REMOUNT DEPOT, FRONT ROYAL, VA.

The SPEAKER. If there be no objection, the Committee on Appropriations will be discharged from the further consideration of House document 1204, Sixty-second Congress, third session, being a letter from the Secretary of the Treasury, transmitting copy of a communication from the Secretary of War, submitting estimate of appropriation for the construction of the necessary officers' quarters and other buildings required at the remount depot, Front Royal, Va., and the same will be referred to the Committee on Military Affairs.

There was no objection.

INDIAN APPROPRIATION BILL.

Mr. STEPHENS of Texas. Mr. Speaker, I move that the House resolve itself into the Committee of the Whole House on the state of the Union for the further consideration of the Indian appropriation bill, H. R. 26874.

The motion was agreed to.

Accordingly the House resolved itself into the Committee of the Whole House on the state of the Union for the further consideration of the bill (H. R. 26874) making appropriations for the current and contingent expenses of the Bureau of Indian Affairs, for fulfilling treaty stipulations with various Indian tribes, and for other purposes, for the fiscal year ending June 30, 1914, with Mr. SAUNDERS in the chair.

Mr. STEPHENS of Texas. Mr. Chairman, I ask that the reading of the bill for amendment be resumed.

The Clerk read as follows:

For witness fees and other legal expenses incurred in suits instituted in behalf of or against Indians involving the title to lands allotted to them, or the right of possession of personal property held by them, and in hearings set by United States local land officers to determine the rights of Indians to public lands, \$2,000: *Provided*, That no part of this appropriation shall be used in the payment of attorney fees.

Mr. FOSTER. Mr. Chairman, in line 18, page 6, in the paragraph which has just been read, I notice that the words "question of" have been omitted before the word "title." These words were in last year's bill, which read:

Suits instituted in behalf of or against Indians involving the question of title to lands allotted to them.

I should like to ask the gentleman from Texas why those words were omitted from this bill.

Mr. STEPHENS of Texas. We left them out because we thought the words were immaterial and that the word "question" was only descriptive.

Mr. FOSTER. By leaving out the word "question" is it possible for the department to go ahead and look up the title to any of these lands that it may see fit, whether the question of title is raised or not?

Mr. STEPHENS of Texas. I think not. I will say to the gentleman from Illinois that the justification for this item arises from the fact that Indians are allowed to file upon the public domain, and the committee think that when questions of title arise at the local land offices they ought to have some one to represent them. That is the object of this appropriation.

Mr. FOSTER. It seems to me this word ought to be inserted in this bill.

Mr. STEPHENS of Texas. I am perfectly willing that the gentleman shall offer that amendment.

Mr. FOSTER. I move to insert, after the word "the," in line 18, page 6, the words "question of."

The CHAIRMAN. The Clerk will report the amendment.

The Clerk read as follows:

On page 6, line 18, after the word "the," insert the words "question of."

The amendment was agreed to.

The Clerk read as follows:

For expenses of the Board of Indian Commissioners, \$4,000, including not to exceed \$300 for office rent.

Mr. SIMS. Mr. Chairman, I move to strike out the last word, simply for the purpose of submitting a request for unanimous consent. I ask unanimous consent to extend some remarks in the RECORD, for the purpose of printing certain newspaper articles and editorials with reference to tolls through the Panama Canal.

The CHAIRMAN. Is there objection to the request of the gentleman from Tennessee?

There was no objection.

The matter referred to is as follows:

[From the New York World, Dec. 23, 1912.]

MAKE THE QUESTION CLEAR.

Prof. Emory R. Johnson, the special commissioner named by President Taft to investigate the approximate tonnage which will pass through the Panama Canal, asserts that even if we levy instead of remitting the regular toll of \$1.20 a net ton on our coastwise shipping, this shipping passing through the canal in 1915 will amount to 1,000,000 tons. The remission of these tolls constitutes a concealed annual subsidy of \$1,200,000 in the first years of the canal's operation.

We have had in the tariff more than enough of indirect taxation of one class for the direct enrichment of another class.

Let the Government levy this \$1,200,000 from our coastwise monopoly. After it has that \$1,200,000 safely in its Treasury, let it then honestly and openly put the question whether the country wants a direct subsidy of \$1,200,000, or of any other amount, paid by the Government to that monopoly. Then we shall have a clean-cut, unbogged issue for the people to decide.

If the people do not want a subsidy, it should not be paid under an alias against their will. If the people do want a subsidy, it can be paid without repudiating our international treaties and sully our national honor.